REPORTS

OF

Cases Argued and Determined

IN THE

COURT of CLAIMS

OF THE

STATE **OF** ILLINOIS

VOLUME 42

Containing cases in which opinions were filed and orders of dismissal entered, without opinion for: Fiscal Year 1990 — July 1, 1989-June 30, 1990

SPRINGFIELD, ILLINOIS
1991

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PREFACE

The opinions of the Court of Claims reported herein are published by authority of the provisions of Section 18 of the Court of Claims Act, 111. Rev. Stat. 1989, ch. 37, par. 439.1 et *seq.*

The Court of Claims has exclusive jurisdiction to hear and determine the following matters: (a) all claims against the State of Illinois founded upon any law of the State, or upon any regulation thereunder by an executive or administrative officer or agency, other than claims arising under the Workers' Compensation Act or the Workers' Occupational Diseases Act, or claims for certain expenses in civil litigation, (b) all claims against the State founded upon any contract entered into with the State, (c) all claims against the State for time unjustly served in prisons of this State where the persons imprisoned shall receive a pardon from the Governor stating that such pardon is issued on the grounds of innocence of the crime for which they were imprisoned, (d) all claims against the State in cases sounding in tort, (e) all claims for recoupment made by the State against any Claimant, (f) certain claims to compel replacement of a lost or destroyed State warrant, (g) certain claims based on torts by escaped inmates of State institutions, (h) certain representation and indemnification cases, (i) all claims pursuant to the Law Enforcement Officers, Civil Defense Workers, Civil Air Patrol Members, Paramedics, Firemen & State Employees Compensation Act, (j) all claims pursuant to the Illinois National Guardsman's Compensation Act, and (k) all claims pursuant to the Crime Victims Compensation Act.

A large number of claims contained in this volume have not been reported in full due to quantity and general similarity of content. These claims have been listed according to the type of claim or disposition. The categories they fall within include: claims in which orders of awards or orders of dismissal were entered without opinions, claims based on lapsed appropriations, certain State employees' back salary claims, prisoners and inmates-missing property claims, claims in which orders and opinions of denial were entered without opinions, refund cases, medical vendor claims, Law Enforcement Officers, Civil Defense Workers, Civil Air Patrol Members, Paramedics and Firemen Compensation Act claims and certain claims based on the Crime Victims Compensation Act. However, any claim which is of the nature of any of the above categories, but which also may have value as precedent, has been reported in full.

OFFICERS OF THE COURT

JAMES S. MONTANA, JR.
Chicago, Illinois
Chief Justice - March 5, 1985—
Judge - November 1,1983—March 5,1985

LEO F. POCH, Judge
Chicago, Illinois
June 22,1977—

ANDREW M. RAUCCI, Judge
Chicago, Illinois
February 28,1984—

RANDY PATCHETT, Judge
Marion, Illinois
March 26, 1985—

KIRK W. DILLARD, Judge
Chicago, Illinois
February 23,1987—

ROGER A. SOMMER, Judge
Morton, Illinois
February 26,1987—

ANNE M. BURKE, Judge
Chicago, Illinois
March 6,1987—

JIM EDGAR
Secretary of State and ***Ex Officio*** Clerk of the Court
January 5, 1981—

CHLOANNE GREATHOUSE
Deputy Clerk and Director
Springfield, Illinois
January 1, 1984—

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CASES ARGUED AND DETERMINED IN THE COURT OF CLAIMS OF THE STATE OF ILLINOIS

REPORTED OPINIONS

FISCAL YEAR 1990

(July 1, 1989 through June 30, 1990)

(No. 77-CC-1593—Claim denied.)

FREDERICK W. WALTER, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed November 28, 1989.

SAUL R. WEXLER, for Claimant.

NEIL F. HARTIGAN, Attorney General (KEVIN CAPLIS, Special Assistant Attorney General, of counsel), for Respondent.

NEGLIGENCE—proximate cause—may be more than one. There may be more than one proximate cause for a particular tort, but in the case of an injury arising from an alleged defect in a State highway, the Claimant must still prove that the alleged defect was a proximate cause of the accident causing the injury.

HIGHWAYS—*maintenance—State's* **duty extends to bicyclists.** The State is not an insurer of the safety of those using its highways, but it does have a duty to maintain its highways in a reasonably safe manner for motorists, including bicyclists and riders of motorcycles.

DAMAGES—award cannot be based on conjecture. An award in a case before the Court of Claims cannot be based on mere conjecture, but it must

be supported by evidence proving more probably true than not that the State's negligence was in fact at least a probable cause of the Claimant's injury.

HIGHWAYS—*duty* to *warn.* The State has a duty to warn the public about the dangerous condition of a highway only if the condition in question is so unreasonably dangerous that a duty to warn the public or prevent the public in some manner from using that part of the roadway is necessary.

SAME—bump in highway—bicyclist injured—bump not proximate cause—State had no duty to warn—claim denied. In an action arising from an accident in which a bicyclist was thrown from his bicycle and rendered a quadriplegic after allegedly striking a bump in a State highway, the claim was denied, since the evidence was insufficient to establish that the highway was defective or negligently maintained, that the State had a duty to give a warning about the condition of the highway, or that the bump was the cause of the accident, especially in view of the testimony concerning the defect in the tire on the bicycle.

DILLARD, J.

This claim arises out of an accident which occurred on August 20, 1975. The Claimant, Frederick Walter, was riding his bicycle southbound along Gary Road in Wheaton, Milton Township, Illinois. It is uncontested that the portion of the road in question is owned and maintained by the State of Illinois.

On that morning in August 1975, the Claimant was riding with several other bicyclists. The Claimant was an experienced bicyclist and indeed had competed at the national level in street racing.

The Claimant belonged to a club containing many of the other individuals who testified in this matter. They rode on an almost-daily basis on a 20- to 25-mile circuit which included consistently that stretch of Gary Road in question. The witnesses all testified that the Gary Road stretch of the circuit was the worst part of the circuit.

The evidence was also uncontroverted that the Claimant frequently checked his bicycle, as well as the tires on the bicycle. The accident occurred as the Claim-

ant was riding along Gary Road and experienced a blowout of his tire. The Claimant felt a jolt and heard a pop prior to being thrown from his bicycle. It is somewhat unclear from the testimony whether the pop or the jolting occurred first. What is clear is that the Claimant was thrown from the bicycle and became a quadriplegic.

The Claimant was riding in tandem in the second group of six riders. The riders would ride very close to each other and very close to the riders in front of them. While bicycling, the riders would not look at the road, but look at the bicyclists in front of them. The tire in question had been patched a short time before the accident by the Claimant. After the accident occurred, the Claimant filed a lawsuit against certain individuals regarding the tire in question. This claim in the circuit court of Cook County was later settled for approximately $45,000. During that lawsuit, it appears that the Claimant produced evidence which tended to prove that the tire was defective.

There was a conflict in testimony as to where the Claimant was found after the accident. At least one witness who lived in the neighborhood testified that he was found several feet from the site of the bump alleged to be the cause of this accident.

The bump in question at its highest point rises five to six inches from the rest of the pavement. It is one to two inches in height in other areas of the street. Crack lines bordering the bump vary in width from one inch to six inches and are approximately two inches deep.

The Claimant has alleged that the State of Illinois was negligent in failing to repair the split and buckled highway, failing to inspect Gary Avenue, negligently

repairing the roadway, failing to post warnings of the hazardous condition of the roadway, and failing to properly maintain the roadway in a safe condition for motorists and bicyclists.

An independent testing laboratory produced by the Claimant in the circuit court lawsuit concluded that the type of tire the Claimant had was used by fewer than 1% of the bicyclists. It was a "sew-up" tire. The expert also testified that if the casing was bad, he would not recommend patching or riding on a sew-up tire. Clearly, the Claimant had patched this tire shortly before the accident. The independent testing laboratory expert also testified that the tire was defective.

While it is clearly established that there may be more than one proximate cause for a tort, it must still be proven that the alleged defect in the highway was a proximate cause of this accident. Clearly, the State did own and maintain the highway in question and had a duty to maintain it in a reasonably safe manner for motorists. That duty also applies to bicyclists and the riders of motorcycles. However, having examined the exhibits, which include pictures of the bump in question, and having examined the testimony of all witnesses who testified in this case, we believe that the highway in question was simply not defective or negligently maintained. It was a bump in an otherwise smooth stretch of highway. The State, as we have often held, is not an insurer of highways. (*McAbee v. State, 24* Ill. Ct. Cl. **374.)** The State's duty to the public is to use reasonable, ordinary care to maintain its roads. ***Wilson v. State,*** 35 Ill. Ct. Cl. 10; *Hollis* **v. State, 35** Ill. Ct. Cl. **86.**

There is simply insufficient evidence that the bump in question was a cause **of** the accident. An award cannot be based on mere conjecture, but it must be proven

more probably true than not true that the bump in question was in fact at least a ***probable*** cause of the accident. ***Transamerica Freight Lines, Znc. v. State,*** 18 Ill. Ct. Cl. 93; ***Weese v. State,*** 21 Ill. Ct. Cl. **210.**

In addition, it is clear from the evidence at hand that the State did not have a duty to warn in this case. The State does have a duty to warn if a condition is so unreasonably dangerous that a duty to warn the public or prevent the public in some manner from using that part of the roadway is necessary. Here, it is quite clear that this situation did not exist. See ***Simpson v. State, 37*** Ill. Ct. Cl. **76.**

For the reasons previously stated, we hereby deny this claim.

(No. 78-CC-1392—Claim denied.)

BARBARA SMITH, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Opinion filed October 11,1989.

GERALD M. HUNTER, for Claimant.

NEIL F. HARTIGAN, Attorney General (AL RYAN, Assistant Attorney General, of counsel), for Respondent.

HOSPITALS AND INSTITUTIONS—Security officers' responsibilities. The responsibilities of the security officers of the Department of Mental Health include the safety and protection of the Department's patients, the quelling of disturbances and the stopping of trespassers or undesirable visitors.

SAME—decedent suffered fatal heart attack when subdued by security officers while reporting to mental health facility—officers' actions reasonable—claim denied. Where the Claimant's decedent suffered a fatal heart attack when he was subdued by the security officers at a State mental health facility while he was reporting to the facility pursuant to his psychiatrist's referral, the Court of Claims denied any relief, since the actions of the

security officers were reasonable, and in line with the standards and policy of the Department of Mental Health with regard to the protection of other employees and patients from physical harm,' especially in view of the decedent's large size.

BURKE, J.

This claim arises from an incident on September 13, 1976. On that date, the decedent, James Smith, visited his psychiatrist at the Sinisippi Medical Center and was then referred to the Singer Center. Decedent was driven by his brother-in-law to the Singer Center which is operated by the State of Illinois. Upon arrival at the facility, instead of going to the administration building to be admitted, he directed his brother-in-law to take him to a building where he had been housed in the adult mental health unit during a prior stay at Singer. However, since his discharge, that building was turned into an alcoholic treatment center.

Enroute to Singer decedent claimed he was Jesus Christ. At Singer, he saw a man with long hair and called him a "hippy" and asked another whether he was a "Mexican" or "Negro." Upon entering the alcohol treatment center, he picked up a chair, tipped over a table where two men were playing checkers, knocked a radio from a patient's hand, and knocked a carton of milk off a tray that was being carried by an old man. Two security guards responded to a call from a nurse in the center. Upon arriving on the scene they attempted to subdue the decedent. Decedent swiped at the badge of one of the security guards with sufficient force to remove it from the guards shirt. The security officers then requested the help of two employees who also joined in to assist in subduing decedent. Decedent weighed approximately 300 pounds and stood 6′3″ tall. He was taken down to the floor and handcuffed and in the ensuing struggle, suffered a heart attack. When it

was noted that he was no longer breathing, he was given CPR and oxygen, and taken by ambulance to Rockford Memorial Hospital where he was pronounced dead on arrival. The coroner's report indicated that he died of cardiac arrhythmia due to coronary arterial sclerosis. **His** obesity and previous condition were additional causes.

The case proceeded to trial on April **2,** 1985. Evidence consisted of stipulations by the parties, witness testimony, expert testimony and deposition transcripts. Claimant and Respondent each filed briefs in support of their respective positions and oral arguments were heard on July **18,** 1989.

At the time of the incident the decedent was not a patient of Singer Center. The nurses, security guards and other Singer facility employees owed a duty to the patients of the Singer facility, that is, to be secure in their life and person while confined under State authority. The actions of the security officers were reasonable and in line with the Department of Mental Health's safety protection policy and procedure manual. The Department's manual states that the responsibilities of its security officers, such as Sergeant McHugh and Ashcraft, include the safety and protection of patients and the quelling of disturbances (policy and procedure manual, section **IV,** page **5,** paragraphs D.1, D.6), as well **as** the stopping of trespassers or undesirable visitors (manual, section **111,** page **2,** paragraph **A).** The evidence in the instant case does not establish that the actions of the security officers were contrary to the standards and policy of the Department of Mental Health. Decedent's size and controllability dictated that the measures taken by the security officers and other employees of the center were taken to subdue decedent in order to protect other employees and patients from physical harm.

While there is undeniable sympathy for the family of the decedent, the force used was not excessive in this case. Accordingly, the claim is denied.

(Nos. 78-CC-1457, 78-CC-1458 cons.—Claimant in No. 78-CC-1457 awarded $100,000.00; Claimant in No 78-CC-1458 awarded $12,500.00.)

JAMES C. SIEFERT, Administrator of the Estate of Donna Jean Siefert, deceased, and BEVERLY BEAVERS, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed January *26,1989*.

Orders on motions for attorney fees filed November *14,1989*.

ZIMMERLY, GADAU, SELIN & OTTO, for Claimants.

NEIL F. HARTIGAN, Attorney General (CLAIRE GIBSON, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—*shoulders—duty* to **maintain.** The State has a duty to maintain the shoulder of its highways in a manner reasonably safe for its intended purposes, but the standard of care is higher for a highway than the shoulder, since the reasonably intended use of the highway requires a greater level of care than the shoulder.

COMPARATIVE NEGLIGENCE—*contributory* **negligence no longer complete bar** to **recovery.** Contributory negligence is no longer a complete bar to recovery, but the Court of Claims must and will consider the comparative fault of the Claimants if liability is found to exist.

HIGHWAYS—defective shoulder—when award may be granted. If the facts show that the State caused a dangerous condition by neglecting to maintain the shoulders of a highway after having actual or constructive notice of the defect requiring maintenance, it is reasonably foreseeable that an injury may result, and if that condition is the proximate cause of an injury there is sufficient evidence to establish liability, but any damages would be subject to reduction based on the Claimant's contributory negligence or comparative fault.

SAME—*vehicles* **may be assumed** to **leave highway.** It is reasonable to assume that vehicles will leave the highway from time to time, and therefore the State is required to maintain shoulders so that the shoulder condition

itself will not cause foreseeable injury to those automobiles or their passengers which leave the highway.

SAME—defectiue shoulder—fatal crash—Claimants granted awards. The head-on collision which resulted in the death of the driver of one vehicle and the serious injury of a passenger in the other vehicle was the result of the defective condition of the highway shoulder at the scene of the crash and the State was liable, since the State had notice of the shoulder's condition, there was no evidence the decedent's vehicle was traveling at an excessive speed while partially on the highway and partially on the shoulder, or that she was attempting to return to the highway just before the accident occurred, but there was expert testimony that the shoulder area did cause her to come back onto the highway.

DAMAGES—***comparative negligence factors must be applied to total damages.*** In reaching an award, comparative negligence factors must be applied to the total amount of damages first, and after that figure is established, the statutory maximum, if applicable, will be applied.

SAME—defective highway shoulder—fatal accident—maximum award to decedent's estate. Where the decedent was killed in an automobile accident caused by a defective highway shoulder, the decedent's estate was entitled to a substantial award based on the decedent's age, health, habits of work and her children, but that amount was reduced by the fact that she was 50% negligent, and it was further reduced to the statutory maximum, since the result exceeded that maximum.

SAME—defective highway shoulder—personal injuries—award reduced by insurance settlement. The passenger who was injured in a head-on collision caused by a defective highway shoulder was granted an award of $25,000 based on her hospital bills, physician's bills, and the medical testimony of her physician, but that award was reduced by the $12,500 she received under an earlier settlement with the other driver's insurance company.

SAME—reduction due to set-off from other source will be deducted from statutory maximum. Any reduction of an award due to a set-off or recovery from another source will be deducted from the statutory maximum award prior to making a final award.

ATTORNEY ***FEES—consent to fees in addition to statutory amount.*** Based on the Claimant's affidavits consenting to attorney fees in addition to the statutory amount, the Claimant's attorney was awarded fees in the sum of 40% of the awards, and in addition the attorney was allowed reimbursement for the reasonable and necessary expenses advanced in the prosecution of the case.

OPINION

PATCHETT, J.

These two cases are consolidated for purposes of

this opinion. The claims arose out of an accident which occurred September 27,1976. As a result of the accident, which was a head-on collision between an automobile driven by Donna Jean Siefert and an automobile in which Beverly Beavers was a passenger, Donna Jean Siefert lost her life. Beverly Beavers was seriously injured in the accident.

There is not a great deal of dispute regarding the facts of this accident. The accident occurred on Lynch Road, a road maintained by the State of Illinois in Vermilion County, just outside of Danville, Illinois. Lynch Road is a north-south rural road adjacent to the Wyman-Gordon plant in Vermilion County. The road, at the site of the accident, ran in a north-south direction, is concrete, and approximately 12 feet wide for approximately 300 feet north of the entrance to the plant. At that point Lynch Road has a curve to the west, after which Lynch Road runs generally east and west.

The automobile driven by Mrs. Siefert was traveling in a northerly direction on Lynch Road at about 3:15 in the afternoon. Mrs. Siefert's vehicle left the highway approximately 15 feet north of the entrance to the plant. At that point, the shoulder of the road on the east side of the road was extremely rough and contained many ruts and holes. After traveling approximately 220 feet, partially on the shoulder and partially on the highway, the car veered out of the ruts across the highway and struck another vehicle in which Mrs. Beavers was a passenger.

There was some dispute about the nature and extent of the ruts and holes on the shoulder; however, it was undisputed that the shoulder was in a general state of poor repair. Much of the testimony at the hearing held in this case before the Commissioner of this Court

concerned the nature and extent of the deterioration of the shoulder of Lynch Road. We need not dwell on it more here except to state that it is a factual finding of this Court that the shoulder in question was unreasonably dangerous and not maintained in a reasonably safe manner. Even the Respondent's witness, David Trowbridge, who is a maintenance field technician for the State of Illinois, referred to the scene of the accident as a "real bad area."

It also clearly appears that the State had notice that this defective shoulder existed. A Vermilion County deputy sheriff testified that he had received a letter from the Paris office of the Illinois Department of Transportation advising that if they found any further road conditions of that type, they should notify the Paris office. Although the Respondent objects that the letter was not produced at trial and it was probably hearsay evidence, no objection was made at the hearing as to its admission. In addition, the Court feels that the State had constructive notice of the defect because of the length of time it existed. This was established by uncontradicted evidence at the trial of this matter.

The first issue is, therefore, whether the State had a duty to maintain the shoulder in a reasonably safe manner. Assuming, as we have already found, that the State had notice of the defect, and that the shoulder was actually defective or not reasonably maintained, is the State liable as a matter of law?

Most of the cases involving highway shoulders which have been decided by this Court up until now have held for the Respondent. Only in the case of ***Welch v. State*** (1966), 25 Ill. Ct. C1.270, was there a finding for the Claimant. That case involved an extremely hazardous condition existing on the shoulder of the road. It also

involved a truck which evidently was intentionally attempting to pull onto the shoulder of the road to avoid an accident. This is clearly the purpose for which shoulders are designed. That decision also used the definition of highway as found in the Illinois Highway Code (Ill. Rev. Stat., ch. 121, par. 2—202) and required the State to use "reasonable care" in maintaining the shoulder of the highway. Throughout the series of cases previously decided by the Court of Claims on this issue, the issue of contributory negligence was often a factor. Obviously, in this era of comparative fault, contributory negligence is no longer a complete bar to recovery. However, this Court must and will consider the comparative fault of the Claimants, if liability is found to exist. The Court may ignore some of the results of previous decisions which were decided on the ground of contributory negligence of the Claimant being a complete bar to recovery.

In a case decided just before the *Welch* opinion, ***Lee v. State*** (1964), 25 Ill. Ct. C1.29, the claim was denied. **In** that case, the alleged defect was minimal, consisting of a three- to four-inch difference in the level of the pavement and the level of the shoulder. In addition, the Court used the definition of highways found in Ill. Rev. Stat., ch. 95½, par. 109. The Court cited the case of ***Somer v. State*** (1952), 21 Ill. Ct. Cl. **259,** in which the Court held that the Respondent did not have a duty to maintain the shoulders of its highways in a manner that would insure the safety of vehicles turning off onto the shoulder, and then attempting to return to the roadway while traveling at the same speed. Furthermore, the Court found that the contributory negligence of ***Somer*** was a bar to recovery. The Court does not feel that the decision in ***Lee*** is inconsistent with either the decision in ***Welch,*** or the decision in this case. Here the uncontra-

dicted evidence established that the shoulder of the highway was in extremely bad repair, and the alleged defect consisted of more than a difference in the level of the road and the shoulder. In addition, this Court does not feel that it is important which statutory definition of highway is used. It is clear that the Respondent is required to maintain the highway and the shoulder in a manner reasonably safe for its intended purposes. Obviously, the standard of care is higher for the highway than the shoulder, since the reasonably intended use of the highway requires a greater level of care than the shoulder.

In the case of ***Alsup v. State*** (1976), **31** Ill. Ct. Cl. **315,** the claim was again denied. However, in that case there was an eyewitness who testified that the driver did not attempt to slow down after leaving the roadway, and that the defect complained of was a four- to six-inch drop off between the level of the highway and that of the asphalt shoulder. In addition, there was some factual dispute in that case as to the actual difference in the level of the highway and the shoulder. We feel that this case can be distinguished on the basis of eyewitness testimony which established that the Claimant in that case did not attempt to slow down prior to returning to the roadway. In addition, the defects alleged in ***Alsup*** were much more minimal than those in the case at hand.

In the case of ***Hill v. State*** (1978), 32 Ill. Ct. C1.482, the claim was denied because the Claimant became involved in the area between the paved shoulder and the unpaved shoulder, which included a six-inch drop off. Again, the simple difference in the levels of the roadway and the shoulder has not been held to be negligent maintenance by the State. Moreover, the Claimant in

that case had come to a complete stop, and attempted several times to drive from the unpaved shoulder area back onto the highway. Considering the weather conditions at the time, which included heavy snow and ice, the Court felt that the Claimant was guilty of contributory negligence. At the time, that was a complete bar to recovery. In addition, it seems that the defect in the roadway complained of was simply minimal in nature.

In the case of ***Howard v. State*** (1979), **32** Ill. Ct. Cl. **435,** Judge Holderman gave a rather complete history and analysis of claims involving alleged defective shoulders. The Court did an extensive analysis as to whether or not the injury involved in these cases was reasonably foreseeable. We hold that this type of accident, with resulting injuries, **is** reasonably foreseeable as a result of negligent maintenance of highway shoulders. We do not modify or overrule many previous decisions which hold that the State **is** not an insurer of each motorist's safety on the highways. While the ***Howard*** case held that the other driver's negligence was the sole proximate cause of the injuries in that case, it discussed whether the State's maintenance had caused a dangerous condition. We hold that if the facts in a case show that the State has caused a dangerous condition by neglecting to maintain the shoulders of the highway, after having had actual or constructive notice of the defect requiring such maintenance, it is reasonably foreseeable that an injury may result therefrom. If that dangerous condition of the shoulder is a proximate cause of an injury, that is sufficient to establish liability. Damages would then of course be reduced by the Claimant's contributory negligence or comparative fault.

In the case of ***Berry v. State*** (1968), 26 Ill. Ct. Cl. **377,** the Court denied the claim because the Claimant was driving his tractor along the shoulder of the highway rather than on the highway itself. The case was clearly decided on the contributory negligence of the Claimant, which at that time was a complete bar to recovery. However, in denying the claim, the Court cited with approval the case of *McNaughton* **v. *State,* 9** App. Div. 2d **990, 194** N.Y. State 2d **873,** in which the New York Court held that the State was to maintain the shoulder of the road in a reasonably safe condition. The Court pointed out that the shoulder was not intended for travel or use when there is nothing to interfere with travel on the paved highway. There are no facts present here which suggest that Mrs. Siefert was deliberately driving on the shoulder. We hold that it is reasonable to assume that vehicles will leave the paved surface of the highway from time to time. The Respondent must maintain the shoulder of the road in a reasonably safe condition, so that the shoulder condition itself will not cause foreseeable injury' to those automobiles or their passengers which leave the highway.

In the case at hand, the condition of the shoulder was significantly bad. It appears that the State had notice of the condition. Further, there was no evidence of excessive speed on the part of the Claimant, or any evidence to show that the Claimant was attempting to return to the highway just before the accident occurred. There was an expert witness who was entitled to express an opinion under the supreme court's ruling in ***Wilson v. Clark*** (1981), **84** Ill.2d **186, 417** N.E.2d 1322, and who testified that the shoulder area did cause her to come back onto the highway.

For the foregoing reasons, we find that liability

exists on the part of the Respondent, and the Claimants are entitled to recovery.

Not much evidence was presented at the oral argument as to damages. We will undertake the claim of Mrs. Siefert first. We believe that Mrs. Siefert, mother of two and employed at the time of her death, is entitled to a substantial amount of damages. However, we also believe that Mrs. Siefert, from the facts presented at the hearing on this case, was guilty of contributory negligence. In the case of ***Peterson*** v. ***State*** (1984), ***37*** Ill. Ct. Cl. **104,** this Court considered the effect of comparative fault on an award in the Court of Claims. In that case, the total damages suffered by the Claimant were $500,000. The deceased was found to be 60% negligent, thereby establishing the damages at $200,000. That left him the right to a maximum award of $100,000.

In other words, the Court has decided that comparative negligence factors would be applied to the total amount of damages. After that figure has been established, the statutory maximum, if applicable, will apply. Of course, the other change in law since the time that the ***Peterson*** case was decided is that there now would be no recovery in the case where the Claimant was more than 50% negligent. However, we have established in the present case a comparative negligence figure of **50%.**

There was some testimony in the present case of Donna Siefert's life expectancy, her dependents, and her salary. There was no testimony from an economist to clearly establish the present cash value of decedent's lost earnings. However, considering the factors that were present such as her age, health, habits of work and her dependents, we find the total damage in this case to be $400,000. Since we found her to be **50%** negligent, we

would reduce that award to $200,000. We must then apply the statutory maximum of $100,000. For the foregoing reasons, we award James Siefert, administrator of the estate of Donna Siefert, the sum of $100,000.

Mrs. Beavers was not guilty of any contributory negligence. However, the facts presented as to her damages indicate that her award should be substantially less than that of Mrs. Siefert. Considering her hospital bills, doctor bills, and the medical testimony of her physician, we feel that she should be awarded a total award of twenty five thousand dollars ($25,000.00). Since she received $12,500 under an earlier settlement **with the insurance company** of Mrs. Siefert, we will reduce our award by that figure and award her a net amount of twelve thousand five hundred dollars ($12,500.00).

We have consistently held, unlike the deduction of comparative fault, that any reduction to an award due to set-off or recovery from another source will be deducted from the statutory maximum award prior to making an award. That is the reason for the reduction in the total damages of Mrs. Beavers, which were $25,000, by the sum of $12,500. We therefore award Beverly Beavers the sum of $12,500.

ORDER ON MOTION FOR ATTORNEY FEES

PATCHETT, J.

Now on this 14 day of November 1989, the same being one of the regular judicial days of the Illinois Court of Claims, this cause coming on to be heard on the verified motion for attorney fees (in ***Siefert)*** of John Gadau, for this Court's approval of a fee of 40%, said motion supported by affidavit in consent to attorney

fees in addition to statutory amount by the Claimant, James C. Siefert, administrator of the estate of Donna Jean Siefert, deceased, and by Kendra Sue Siefert, having reached her majority, and waiver of notice of hearing of James C. Siefert and Kendra Sue Siefert, and the Court being advised in the premises.

It is therefore ordered that the motion for attorney fees (in ***Siefert)*** of John Gadau in the sum of **40%** be and is hereby approved and that attorney fees are awarded in the sum of **$40,000.00.**

It is further ordered that John Gadau, or a law firm in which John Gadau was at the time of advancement a partner, be reimbursed for reasonable and necessary expenses to the prosecution of this cause against the State **of** Illinois in the sum **of** six hundred twenty nine dollars and thirty seven cents **($629.37).**

ORDER ON MOTION FOR ATTORNEY FEES

PATCHETT, J.

Now on this **14** day of November **1989,** the same being one of the regular judicial days of the Illinois Court of Claims, this cause coming on to be heard on the verified motion for attorney fees (in ***Beavers)*** of John Gadau, for this Court's approval of a fee of **40%**, said motion supported by affidavit in consent to attorney fees in addition to statutory amount 'by the Claimant, Beverly Beavers Hegg, and said Claimant's waiver of notice on hearing, and the Court being advised in the premises.

It is therefore ordered that the motion for attorney fees (in ***Beavers)*** of John Gadau in the sum of **40%** be and

is hereby approved and that attorney fees are awarded in the sum **of** $5,000.00.

(No. 80-CC-1427—Claimants awarded $175,013.10.)

RICKY SMITH, CAROL SMITH, QUINTESSA SMITH, CATHY RICHMOND and WAYNE RICHMOND, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

***Opinion filed May* 9,1990. .**

CHARLES ARON, for Claimants.

NEIL F. HARTIGAN, Attorney General (ARLA ROSENTHAL, Assistant Attorney General, of **counsel), for Respondent.**

HIGHWAYS—ice ramp on highway—dangerous condition—State had notice. Where the record showed that over the period of a few weeks prior to the Claimants' accident at the scene of an ice ramp on a State highway approximately eight vehicles had left the highway near the scene of the Claimants' accident, resulting in at least one death, and these accidents were reported in the press and were the subjects of police reports, it was clear that the State had actual and constructive notice of the condition of the highway at the scene of the Claimants' accident.

SAME—State's duty to maintain highways. Although the State of Illinois is not an insurer of the conditions of its highways, the State does have a duty to keep its highways reasonably safe, and it has a duty to warn persons using the highways of the existence of unsafe conditions.

SAME—design of highways—State's duty. The State has a duty to exercise reasonable care so as not to create any additional hazards while maintaining and designing the highways in Illinois.

SAME—***ice ramp on highway—dangerous condition—duty to warn existed.*** The State had a duty to warn the users of a highway of the dangerous condition caused by snow removal procedures which resulted in the creation of an ice ramp on the highway, especially in view of the fact that the design of the highway contributed to the creation of the ice ramp which caused the automobile in which the Claimants' were riding to go off the highway and crash to a lower level, and that duty applied to both the roadway and the shoulder of the highway.

JURISDICTION—***settling civil claim does not violate requirement that other remedies be exhausted before coming to Court of Claims.*** The mere fact that a party settles a claim in another court rather than pursuing the case to

trial does not violate the requirement that a party exhaust all other remedies before bringing an action in the Court of Claims.

COMPARATIVE *NEGLIGENCE—when comparative negligence will be applied.* In an action arising from an automobile collision caused by a dangerous ice-ramp condition on a highway, comparative negligence would be applied to the case, since it came to trial after the date comparative negligence was adopted in Illinois, and the negligence of the driver of the automobile would not be imputed to the injured passengers.

NEGLIGENCE—proximate cause need not be only cause. Under the law of Illinois, as expressed in the Illinois Pattern Jury Instructions, proximate cause need not be the only cause.

HIGHWAYS—ice ramp on *highway—dangerous condition—automobile left highway and crashed—State liable.* Even though the driver of an automobile which hit a dangerous ice ramp and crashed contributed to the cause of the accident, the State's actions and omissions with regard to the creation of the dangerous condition could be considered a proximate cause of the accident, and therefore the State was liable for the resulting injuries.

HIGHWAYS—ice ramp on *highway—crash—awards granted—deductions made for driver's negligence and reimbursements from collateral sources.* Where the State was liable for an accident caused by an ice ramp on a **State highway, awards were made for the injuries received by the driver** and the passengers of the automobile, but the awards were reduced by the amount of reimbursements made by collateral sources, and the driver's award was reduced by **40%** due to her own negligence which contributed to the accident.

PATCHETT, J.

This claim arises out of an accident which occurred on February 23,1979. The Claimant driver, Carol Smith, was proceeding eastbound on Interstate 55, an elevated interstate highway in Chicago, Illinois. The Respondent, the Illinois Department of Transportation, was responsible for the maintenance of the aforesaid highway. On or about 1700 West, the Claimant struck ice in the road, lost control of her automobile, and exited the elevated highway. Her automobile struck a snow ramp which had been caused by the continued plowing of snow and dumping it on the elevated highway. Pictures produced at trial showed clearly that the snow, having been piled in the manner above indicated, had partially melted and truly produced an inclined ramp from the driving

surface of the highway leading up to the top of the retaining wall.

The evidence clearly established that the Claimant's automobile struck this ramp, then went up the ramp and over the top of the retaining wall. It then fell approximately 60 feet, landing upside down in an automobile salvage yard. Passengers in the automobile included the Claimant's children, Ricky Smith and Quintessa Smith. In addition, there was a Cathy Richmond and her son, Wayne Richmond, in the automobile. Injuries, as might be surmised, were extensive.

After filing the case on February **20,1980,** discovery commenced and continued through July **1982.** Thereupon, the case was set for hearing several times. A hearing was finally held before a Commissioner of this Court on September **7, 1983.** Claimants filed briefs on January **17, 1984,** and February **6, 1984.** Respondent filed a brief on March **25, 1985.** Respondent then filed a motion to continue generally on May **13, 1985.** Interestingly, in the aforesaid motion to continue generally, the reason for the requested general continuance was a lawsuit filed against the Claimant driver, Carol Smith, by Claimants Cathy and Wayne Richmond, then pending in the circuit court of Cook County. According to the rules of the Court of Claims, the case was therefore put on the general continuance docket. On September **24,1987,** a notice of hearing on this claim was again filed. Several other items of correspondence were transmitted between the parties, and the Commissioner's opinion and recommendation was finally rendered on April **10, 1989.** Oral argument was then had before the entire Court on July **18, 1989.**

Much was made of the extreme weather conditions of the winter of **1978-1979.** It is clear that it was an

extraordinarily bad winter in Cook County, and it required great measures by the Department of Transportation, as well as other city, county, and local highway departments.

In its brief, the Respondent has attempted to defend this case by raising several issues. The first issue raised is whether or not the State had notice, either actual or constructive. As the Claimants pointed out in their brief and in the record, for a period of a few weeks immediately prior to the accident involving the Claimants, approximately eight vehicles exited the stretch of elevated highway close to the site of this accident, resulting in at least one death. These accidents were reported prominently in the press, and police reports were immediately made regarding these accidents. **Despite this, the Respondent has urged this Court to find** that they had no actual or constructive notice of the conditions leading up to this accident.

A very similar lawsuit was decided by this Court regarding an accident which took place on the same highway, during the same winter. That was the case of ***Mavraganis v. State,*** (1984), 36 Ill. Ct. Cl. 153. The final opinion was filed May 9, 1984. From that case, it was evident that the State did not raise the notice issue. In any event, after careful consideration of the record, it is clear to this Court that the Respondent had actual and constructive notice of the conditions of the highway in question.

Although this Court has repeatedly held that the State Highway Department is not the insurer of highway conditions, it is also clear that the State has a duty to keep the highways reasonably safe. (See ***Borum & Ernmco Znsurunce Co. v. State*** (1969), ***26*** Ill. Ct. C1.328.) In addition, the State has a duty to warn traffic of the

existence of unsafe conditions.. ***Rickelman v. State*** (1949), 19 Ill. Ct. Cl. 54.

While it may have been very difficult for the State to correct the conditions present at the time of this accident, it would not have been difficult, nor would it have been impossible, for the State to obtain the equipment necessary to warn individuals about the highway's condition. In addition, the State admitted in its own brief and argument that the design of the highway contributed in large part to the construction of the ice ramp in question. Therefore, we find that the State did have a duty to warn traffic of the existence of the ice ramp and the consequences of striking the' ice ramp. For the purposes of this case, we also find that this duty applied to the road, as well as to the shoulder of the road. (See Berry ***v.*** State (1968), 26 Ill. Ct. Cl. 377.) In addition, while maintaining and designing the roads in the State of Illinois, the Respondent has a duty to exercise reasonable care so as not to create additional hazards. (See ***Bleau v. State*** (1972), 28 Ill. Ct. Cl. 39.) It is clear to this Court that in the present case, the plowing of snow ultimately resulted in an extremely hazardous ice ramp condition.

As to the Claimants Richmond, it is also clear that they did pursue the remedy against the driver Smith in circuit court, despite claims made to the contrary in the Respondent's brief. The claims in the Respondent's brief are made more interesting by the fact that, as previously expressed in this opinion, this case was placed on the general continuance docket as a result of the lawsuit against driver Smith by Claimant Richmond. Therefore, the Respondent must have been aware at some point that the Cook County lawsuit was proceeding. In any event, this case was ultimately settled and not tried.

However, as this Court held in *Dellorto v.* State (1979), 32 Ill. Ct. C1.435, settling a claim in another court, rather than pursuing the case to trial, does not violate the requirement that the Claimant exhaust all other remedies before coming to the Court of Claims.

If this case were to be tried under a contributory fault standard, it would be clear that the driver was barred from recovery because of contributory negligence. However, this contributory negligence could not and would not be imputed to the passengers. In addition, after the accident in question, comparative fault became the rule in Illinois. Since the trial was held after the effective date of comparative negligence in Illinois, we will apply that method to this case.

The final interesting issue raised by the Respondent is that of proximate cause. The Respondent would have us believe that if the State's negligence was not the sole proximate cause, then recovery is prohibited. We would urge consideration of Illinois Pattern Jury Instructions, Civil, No. 50.01. That jury instruction reads as follows:

"When I use the expression "proximate cause", I mean [that] [a] [any] cause which, in natural or probable sequence, produced the injury complained of. [It need not be the only cause, nor the last or nearest cause. It is sufficient if it concurs with some other cause acting at the same time, which in combination with it, causes the injury.]"

It is obvious by referring to the Illinois Pattern Jury Instructions and the comments and note therein, that proximate cause of the State need not be the only cause. It is clear that the actions and omissions to act of the State in the present case, combined with actions of Claimant Carol Smith, caused the injury to the parties herein.

Therefore, for the reasons stated, we find liability on the part of the Respondent and in favor of the Claimants.

Damages are significant. Quintessa Smith and Wayne Richmond were the least seriously injured of the Claimants. However, Quintessa Smith, a very young child, clearly suffered a cerebral concussion and a fractured right clavicle. We award Claimant Quintessa Smith the sum of twenty thousand dollars ($20,000.00).

Claimant Wayne Richmond suffered a fractured right forearm and a concussion. We award him twenty thousand dollars ($20,000.00).

Claimant Ricky Smith was severely injured. He suffered a fractured skull, upper arm and thigh. The Court is convinced he had significant emotional suffering. He suffered hair loss, developed problems at school, and required psychological treatment. Pain and suffering had to be severe. We award Ricky Smith the sum of one hundred thousand dollars ($100,000.00).

Claimant Cathy Richmond suffered a pelvic fracture and separation of the clavicle, stayed in the hospital 2½ weeks, and had a substantial period of disability. Pain and suffering and discomfort were significant. We award Cathy Richmond the sum of fifty thousand dollars ($50,000.00).

Claimant Carol Smith, the driver of the automobile, is a more difficult situation. Carol Smith received a fractured femur, lacerations requiring stitches, and soft tissue injuries. She was placed in traction requiring drilling, and an internal attachment to her knee. Surgery was ultimately performed, and a pin was then implanted in her leg. The possibility of future developments as a result of this injury are significant. Mrs. Smiths hospital bills were in excess of fifteen thousand dollars ($15,000.00), and she was forced to be away from her family and normal duties for a significant period of time.

However, Carol Smith also must face the consequences that she was partially at fault for 'this accident. As a result, we award Carol Smith the sum of one hundred thousand dollars ($100,000.00), find her to be 40% negligent, and reduce her award to sixty thousand dollars ($60,000.00).

The Respondent has urged us to set off any awards by the amount of medical bills paid in this case. He urges us to do this on the basis of the collateral source rule used in ***National Bank of Bloomington v. State*** (1980), 34 Ill. Ct. Cl. 23. This Court has recently changed its stand regarding a collateral source. (See Sallee ***v.*** State (1990), No. 81-CC-2348, 42 Ill. Ct. Cl. _____.) However, it appears uncontradicted in this case that the medical bills in question were paid by the Illinois Department of Public Aid. Medical bills paid by the Respondent clearly should be deducted from the amount of any award given to the Plaintiffs.

Therefore, we reduce the award of Claimant Carol Smith by the sum of fifteen thousand three hundred eighty seven dollars and eighty cents ($15,387.80), Claimant Ricky Smith by the sum of eleven thousand nine hundred seventy eight dollars and fifty cents ($11,978.50), Claimant Quintessa Smith by the sum of one thousand five hundred eighty two dollars and seventy five cents ($1,582.75), Claimant Cathy Richmond by the sum of four thousand three hundred eighty dollars and ten cents ($4,380.10), and Claimant Wayne Richmond by the sum of one thousand six hundred fifty seven dollars and seventy five cents ($1,657.75).

In addition, any award to Claimant Cathy Richmond and/or Claimant Wayne Richmond must be reduced by the amount that they recovered in their earlier civil lawsuit against Carol Smith. Wayne Rich-

mond settled his case for seven thousand four hundred dollars **($7,400.00)**, and Cathy Richmond settled her case for thirty two thousand six hundred dollars **($32,600.00).** Therefore, we reduce the award of fifty thousand dollars ($50,000.00) given to Claimant Cathy Richmond by the sum of thirty two thousand six hundred dollars **($32,600.00).** In addition, we reduce the award given to Claimant Wayne Richmond by the sum of seven thousand four hundred dollars **($7,400.00).**

To the extent that the opinion issued in *Mavraganis* is inconsistent with this opinion, we overrule it.

For the foregoing reasons, we award the Claimants the following sums:

To Claimant Quintessa Smith, we award the sum of eighteen thousand four hundred seventeen dollars and twenty five cents **($18,417.25);**

To Claimant Wayne Richmond, we award the sum of ten thousand nine hundred forty two dollars and twenty five cents **($10,942.25);**

To Claimant Ricky Smith, we award the sum of eighty eight thousand twenty one dollars and fifty cents **($88,021.50);**

To Claimant Cathy Richmond, we award the sum of thirteen thousand nineteen dollars and ninety cents **($13,019.90);** and

To Claimant Carol Smith, we award the sum of forty four thousand six hundred twelve dollars and twenty cents **($44,612.20).**

(*No.* 80-CC-2051—Claim dismissed.)

HARRY SLACEL et *al.*, Claimants, *v.* THE STATE OF *ILLINOIS*, **Respondent.**

Opinion filed February 6, 1990.

GOODING & SCHROEDER, LTD. (JOHN L. SCHROEDER, of counsel), for Claimants.

NEIL F. HARTIGAN, Attorney General **(SAUL WEXLER,** Special Assistant Attorney General, of counsel), for Respondent.

NEGLIGENCE—*defective condition of highway—elements of action.* In an action alleging injuries caused by the defective condition of a highway, the Claimants must prove that the State had actual or constructive knowledge of the condition, that the proximate cause of the alleged injuries was the State's failure to remedy the condition, and that the Claimants were free from contributory negligence.

HIGHWAYS—state* is *not insurer* of *highways. **Even though the State of** Illinois is not an insurer against all accidents on its highways, it does have a duty to keep the highways reasonably safe for ordinary travel by persons using due care and caution for their own safety.

SAME—*missing sign did not create hazard—claims dismissed.* In an action alleging that the collision causing the Claimants' injuries was proximately caused by a missing sign that would have warned of a right-hand curve, the claims were dismissed, since the section of highway where the accident occurred was hilly and curvy and had numerous warning signs and markings, the State police testified that the curve was safe at a somewhat higher speed than posted, the existing warnings were sufficient to put the driver on notice that care was necessary in that particular area, and therefore, even if the Claimants could have proved the sign was missing, its absence did not create a hazard for a driver exercising due care in light of the other warnings and general conditions, and negligence could not be imputed to the State.

SOMMER, J.

This action was brought by Harry Slagel, individually and in his capacity as father and next friend of his three minor children, Andrew Slagel, Bonnie Slagel and Larry Slagel, his wife Sandra, and their adult son, Allan. They seek damages for personal injuries sustained by

them in a vehicular collision that occurred on August 13, 1979, in Coral Township, McHenry County, Illinois.

Hearings were held before Commissioner Everett C. McLeary of the Court of Claims.

Following the close of Claimants' evidence, Respondent moved and subsequently filed its motion for judgment pursuant to section 2—1110 of the Illinois Code of Civil Procedure. Because of the bifurcated nature of the Court of Claims, it was agreed that Respondent would proceed to introduce evidence without waiving the timeliness or the substance of its motion.

In midafternoon, on August 13, 1979, six members of the Slagel family (hereinafter "Claimants"), while returning home after a visit to the Railroad Museum in Union, Illinois, were injured when their car collided with a van. The collision occurred on Route 20, 1.5 miles west of its intersection with Church Road. The Claimants' family car, a 1978 Chevrolet Impala, four-door sedan, was driven by Allan Slagel, then 19 years old. The van was owned by P.O. Knuth, Inc., and driven by Gus Ritter.

The Claimants filed a lawsuit in the nineteenth judicial circuit, McHenry County, Illinois, against P.O. Knuth, Inc., Gus Ritter, the County of McHenry, the McHenry County Superintendent of Highways, Coral Township Highway Commissioner, and the sheriff of McHenry County, under case no. 79-L-248. This action was ultimately settled and certain covenants not to sue and releases were executed. Claimants then brought this action against the Illinois Department of Transportation and the Illinois State Police.

The Slagel car was traveling eastbound on Route 20 at a speed of 50 to 55 m.p.h. The accident occurred

approximately 1.5 miles west of Route 20 at its intersection with Church Road. Just west of the accident scene there is a slight hill, at the crest of which the road makes a right-hand curve. The evidence and testimony indicate that as Allan drove the Slagel car down the slight incline of the hill, the car was in the westbound lane. Ritter was driving his van westbound along Route 20. Upon seeing the Impala coming directly at him, Ritter swerved into the eastbound lane in order to avoid the Claimants' car. At that moment, Allan apparently recovered control of his vehicle and tried to return the car to the eastbound lane. About 50 feet from the crest of the hill, the two vehicles collided.

Claimants' action rests on their contention that the accident was proximately caused by a missing sign that **would have warned Allan of the right-hand curve.**

Claimants offered the testimony of Thomas O'Donnell to support their claim that the curve sign was missing. O'Donnell, a personal friend of Claimants' attorney, went to the accident scene several weeks after the incident and testified that there was no curve sign at that time. He took photos of the sign laying on the ground. O'Donnell claimed that he telephoned the Woodstock Department of Transportation facility and reported the downed. sign after his trip to the scene. However, the Department's records do not reflect a report having been made. The Department's records show that the only time this particular sign was reported down was in the fall of 1980, and it was replaced. No testimony was presented that would tend to show the sign in place at the time of the accident.

Joseph J. Kostur, director of safety and claims for the Department of Transportation, testified on behalf of the Respondents. His testimony reveals other facts

pertinent to the condition of this particular stretch of road. On August **1,1979,** the road had just been restriped with "no passing" lines. In July **1980,** the Department did a ballpark test which showed the curve had a reading of 6 at the speed of 55 m.p.h. A reading of 6 at this speed means that 55 m.p.h. is a safe speed at which to negotiate that curve. In addition to the "no passing lines" on the road, in the area just preceding the accident there were also a "no passing zone" sign, two curve signs (one for the immediately preceding curve), and a **45** m.p.h. speed advisory plate. These signs were in place at the time of the Slagel accident.

The State trooper who appeared at the scene shortly after the accident testified that the curve could safely be driven at 65 m.p.h., and that the speed limit at the time was 55 m.p.h. The trooper stated that it was his opinion, based upon seven years of investigating accidents as a police officer, that the cause of the Slagels' accident was inattentiveness on the part of their driver. He also testified that there were no other accidents at that site prior to the one in question.

In order for the Claimants to prevail in their claim for damages, they must first prove that the alleged defective condition existed and then prove the following elements: that the State had actual or constructive knowledge of the condition, that the proximate cause of the alleged injuries was the State's failure to remedy the condition and, that Claimant was free from contributory negligence. *Cataldo v.* State (1983), **36** Ill. Ct. Cl. 24.

Claimants' complaint filed herein alleges two alternative theories of liability: that the Department of Transportation was negligent in its maintenance of highway signs along Route 20, or that the State police were negligent in their inspection of the same. With

respect to the latter theory, it became apparent that this was the duty of the McHenry County Sheriff.

The State is not an insurer against all accidents on highways. The State only has a duty to keep the highways reasonably safe for ordinary travel by persons using due care and caution for their own safety. ***Mackowiak v. State*** (1982), **35 Ill. Ct. Cl. 315, 317.**

In this case, the Claimants are alleging that the State should have known that the curve sign was missing—in other words, constructive knowledge should be imputed to the State. This allegation assumes that the absence of the sign with constructive knowledge would amount to negligence. It is with this contention that this Court disagrees. The parties have made much of whether the curve sign was present at the time of the accident, and **the Claimant has** introduced **some** evidence going to show that such sign was down, while the State has shown that it had no actual knowledge of such. The facts are that the road was hilly and curvy, that numerous warning signs and markings existed in the area preceding the accident site, that the State police and the Department of Transportation testified that the curve was safe at a somewhat higher speed than posted. These warnings were sufficient to put the driver on notice that care in that particular section of road was necessary. Additionally, the curve was not necessarily dangerous for someone going somewhat faster than the posted limits. Therefore, this Court finds that the absence of the sign, even if proven, did not create a hazard for a driver exercising due care and caution in light of the previous warnings and general conditions prevailing. Thus, negligence cannot be imputed to the State. Because of our ruling, we will not consider the issues of constructive notice, proximate cause, or the possible negligence of

the driver who had already driven the same stretch of road earlier in the day. The motion of the Respondent is hereby granted. The claims of the Claimants are hereby dismissed.

(No. 81-CC-0509—Claim denied.)

ALTON COMMUNITY UNIT SCHOOL DISTRICT No. 11, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

***Opinion filed February* 27, 1990.**

THOMAS, MOTTAZ, EASTMAN & SHERWOOD (C. DANA EASTMAN, JR., of counsel), for Claimant.

NEIL F. HARTIGAN, Attorney General (FRANK A. HESS, Assistant Attorney General, of counsel), for Respondent.

JURISDICTION—***alternative remedies must be exhausted.*** Pursuant to section 25 of the Court of Claims Act and the Court of Claims Rules, any person filing a claim in the Court of Claims must, before seeking a final determination of the claim, exhaust all other remedies and sources of recovery, regardless of whether they are administrative, legal or equitable.

CONTRACTS—***claim for indemnification for work performed on school building—other remedies not exhausted—claim denied.*** A claim seeking indemnification for work performed by the Claimant school district on a building in a career development center to correct damage caused by a negligently installed underground electric cable was denied on the ground the Claimant failed to exhaust its remedies against the general contractor, the negligent electrical contractor or the architectural firm responsible for supervising the contractor, notwithstanding the Claimant's contention that an exception to the exhaustion of remedies requirement applied because those parties were agents of the State, since the record established that under the circumstances of the case no exception applied, and the Claimant should have pursued all other remedies before presenting a claim to the Court of Claims.

RAUCCI, J.

The Claimant, Alton Community Unit School District No. 11, brought this complaint seeking recovery

from the State in the amount of **$41,897.10.** At the hearing, Claimant's Group Exhibit **2** indicated that total damages were **$41,590.74.**

Claimant is the occupant of a facility known as the J. B. Johnson Career Development Center (also known as the Alton Area Career Development Center.) The facility was constructed pursuant to a joint venture between Claimant and the Capital Development Board. The certificate of final completion was issued on August **3, 1976.** The facility consisted of two buildings, namely, the academic building and the shop building. This claim is for indemnification for work performed by Claimant on the shop building.

On September **12, 1978,** there was a fire at the academic building. It was determined that the damage had been caused by negligently installed underground electric cables. J. F. Incorporated, the contractor for the electrical work at the facility, agreed with Claimant that the cables would be replaced at the expense of J. F. Incorporated's insurance company. Subsequently, the wiring leading to the shop building was tested and found to be faulty.

On September **19, 1978,** the work began on replacing the underground electrical cables for the shop building. All cables leading from the shop building to the transformer were replaced.

There is no evidence that Claimant has pursued, or sought, recovery from the electrical contractor, J. F. Incorporated. The record also does not indicate whether Claimant attempted to recover damages from Keeney & Stolze, the architectural firm responsible for the design and having substantial supervisory responsibility during the construction of the facility. There is no evidence that

Claimant pursued recovery from the general contractor, S. M. Wilson.

The State argues that the Claimant has failed to exhaust all alternative remedies prior to bringing this claim. Section 25 of the Court of Claims Act states, "Any person who files a claim in the court shall, before seeking final determination of his or her claim, exhaust all other remedies and sources of recovery whether administrative or judicial * * *" (Ill. Rev. Stat. 1987, ch. 37, par. 439.24—5.) In addition, the Court of Claims Rules specify that "the Claimant shall before seeking final determination of his claim before the Court of Claims exhaust all other remedies, whether administrative, legal or equitable." 74 Ill. Adm. Code 790.60.

In support of its argument, the State cites Lyons v. *State* (1981), 34 Ill. Ct. C1.268. In reply, Claimant argues that this case is an exception to the exhaustion of remedies requirement. Claimant cites ***Peccarelli v. State*** (1978), 32 Ill. Ct. Cl. 105 in support of the proposition. We reject Claimant's position that under ***Peccarelli,*** the electrical contractor, the architectural firm and the general contractor are agents of the State.

In ***Peccarelli,*** the Claimant entered into a contract with a non-State agency to conduct a study of the authority of State's Attorneys. The contract was funded by the Law Enforcement Commission, a State agency, and the non-State agency was required to follow Commission (and State) guidelines and spend the money for the study.

Based upon the record established in this matter, the Court finds that Claimant should have pursued all other remedies prior to the presentation of this claim. The Court finds the decision in Lyons to be controlling on

this issue and the decision in ***Peccarelli*** to be clearly distinguishable.

It is therefore ordered that this claim be, and hereby is, denied.

(No. 81-CC-1301—Claim dismissed.)

SENN PARK MANAGEMENT ASSOCIATES, d/b/a Senn Park Nursing Center, Claimant, *v.* THE **STATE OF ILLINOIS,** Respondent.

Opinion filed March 30,1990.

VEDDER, PRICE, KAUFMAN & KAMMHOLZ, for Claimant.

NEIL F. HARTIGAN, Attorney General **(RALANDA WEBB,** Assistant Attorney General, of counsel), for Respondent.

LIMITATIONS—*cost* ***differential in lease of nursing home—claim barred.*** The one-year statute of limitations applicable to claims against the Department of Public Aid and the doctrine of res ***judicata*** barred the Claimant's amended complaint seeking to recover the cost differential arising from the Department's refusal to acknowledge an increased cost basis as of the date a leased nursing home changed hands, notwithstanding the Claimant's original claim, since the issues in the amended claim were new, they converted the claim into one of contract, they did not relate back to the original claim, the new issues were not brought before the Court of Claims within one year of the Department's denial, and relief had already been granted in civil suits concerning the real estate taxes on the property.

PATCHETT, J.

This cause comes on for hearing upon the motion to dismiss the amended complaint filed herein by the Respondent. The original claim **was** filed herein on December 31, 1980. That claim requested reimbursement of $150,640 against the Department of Public Aid.

The gist of the complaint was that the Department, under 42 U.S.C., section 1396, commonly known as section 249, had failed to properly compute the reimbursement rate for the Claimant. The claim alleged that the control of the nursing home facility in question had changed hands in 1975 as a result of a lawsuit between the Claimant and another party which had operated the facility for some time, called herein "Midstates." As a result of that lawsuit between Midstates, the Claimant, and the lessor of the nursing facility, the circuit court of Cook County ultimately ruled that a new lease was in effect as of July 1, 1975. The Department of Public Aid refused to acknowledge that date for an increased cost basis, and used instead the original acquisition date by the Claimant in 1971. This resulted in an alleged loss of $150,640.

In January 1986, the Claimant amended its claim to state a cause of action in contract for the discrepancy in reimbursement rates. In addition, the amended claim contained allegations of failure to pay, failure to be reimbursed for increased rent payments, and failure to reimburse for real estate taxes. The Respondent has filed a motion to dismiss the amended complaint based on several grounds, including the statute of limitations, ***res judicata,*** and a bar of this suit by a prior Federal court settlement. For the reasons stated below, we agree and hereby dismiss this claim:

First, we agree that the amended complaint should be dismissed because of the statute of limitations. The statute of limitations as it applies to the Department of Public Aid bans recovery on the issue of the 1971 versus 1975 cost differential and on the claim for $3,000-per-month rent payments, as these issues were not brought before the Court of Claims within one year of their

denial by the Department. The $3,000-per-month payment issue was new material in the amended complaint and did not relate back to the original complaint. Although there was some mention of taxes in the original complaint, the original claim was statutory, and the amended claim converts the cause of action to one of contract. Therefore, I believe that the claim for taxes does not relate back to the original claim.

In addition, there was a former lawsuit in the circuit court of Cook County entitled *DLA Senn* Park *v. Coler*, No. 85-CH-1722. Although the Claimant makes a strong argument that the Claimant in that lawsuit is not the Claimant in this claim, it is clear that the relief requested here concerning real estate taxes of the facility in question has already been granted in that lawsuit. **Regardless** of **the identity or nonidentity of the Claim**ants, there can only be one recovery for the failure of the State to pay the increased real estate taxes on this facility.

In addition, it appears that the claim for $3,000 per month additional repayment because of the alleged $3,000 in additional monthly rent was denied in that case. Therefore, the issue has been previously litigated by a circuit court with jurisdiction over the parties, and this Court lacks jurisdiction to consider that part of the claim which alleges the State underpaid the Claimant by $3,000 a month. The whole basis for the allegations as to the $3,000-a-month underpayment was because of still another Cook County Circuit Court decision. The Respondent was not a party to either of the circuit court cases, but we therefore address the remaining allegations concerning a contract basis for recovery of the alleged underpayment. While the original claim alleged that the State had underpaid the Claimant because of a

failure to institute a plan which would comply with section 249, as amended, the amended complaint attempts to state a cause of action in contract. In the intervening time period, a class action suit, ***Country Manor Nursing Home v. Miller,*** No. 80-C-2492, was filed in United States District Court for the Northern District of Illinois, Eastern Division. The class was certified, and it is undisputed that this Claimant was a member of that class. **As** such, it is also undisputed that it was bound by the decision rendered therein. The clear wording of the judgment order in the ***Country Manor*** lawsuit precludes further consideration of this claim.

However, even if the ***Country Manor*** settlement order did not preclude consideration of this claim, we would deny it as being in violation of the statute of limitations. The amended complaint allegations based on a contract theory do not relate back to the original complaint because they are distinct and separate causes of action. They are therefore barred.

Wherefore, for all the foregoing reasons, we hereby grant the Respondent's motion to dismiss, with prejudice.

(No. **81-CC-2275—Claim dismissed.)**

DANIEL M. NOVAK, Individually and **as** Administrator of the Estate of Beverly Ann **Novak,** deceased, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

***Order filed October** 11,1989.*

LEONARD M. RING & ASSOCIATES and **CHAPPEL, BRANDT & GORE (E. HUGH CHAPPEL, JR.,** of counsel), for Claimant.

NEIL F. HARTIGAN, Attorney General (GREGORY ABBOTT, Assistant Attorney General, of counsel), for Respondent.

HOSPITALS AND INSTITUTIONS—discharged patient killed Claimant's decedent—civil suit for same cause dismissed—res judicata—claim dismissed. A claim that the State was negligent in discharging a mental patient who killed the Claimant's decedent 14 months later was dismissed with prejudice pursuant to the *res judicata* doctrine, since a civil action against the two State employees who recommended the discharge was dismissed on the merits based on the holding that the discharge could not have been the proximate cause of the killing more than one year later, and the civil action was the same as the action filed with the Court of Claims.

RAUCCI, J.

This matter coming to be heard on the motion of the Respondent to strike the complaint and dismiss the claim therein, due notice having been given the parties hereto, and the Court being fully advised in the premises, the court finds:

That Claimant filed a complaint in the Court of Claims on April 10, 1981, alleging that the State of Illinois, through its agents, employees at Zeller Mental Health Center (hereinafter Zeller), negligently allowed patient Robert Endicott to be discharged. Approximately one year and two months after his discharge from Zeller, Robert Endicott shot and killed Ms. Beverly Novak in Florida. This claim is brought by the administrator of Beverly Novak's estate.

That the instant matter was placed on general continuance by this Court in May of 1981 while Claimant filed suit in the circuit court of Peoria County. (Novak *v.* Rathnam, No. 82-L-1341.) In the circuit court action, Claimant sued the Zeller employees who had recommended that Robert Endicott be discharged.

That the circuit court of Peoria County dismissed

Claimant's claim on the merits. The Court held that the defendant's discharge of Mr. Endicott could not be the proximate cause of Ms. Beverly Novak's death more than one year later.

That both the Circuit Court claim and the instant matter allege the same cause of action, that Zeller was negligent in discharging Robert Endicott. The only difference between the two causes of action is the named defendants. In the circuit court action, the defendants were Mr. Girmscheid and Mr. Rathnam, two State employees who recommended that Robert Endicott be discharged. In the instant matter, the defendant is the State as the employer of Mr. Girmscheid and Mr. Rathnam.

Since the claim before this Court is the same as the claim in the circuit court action, the circuit court's dismissal on the merits is *res* judicata in the Court of Claims.

Therefore, it is ordered that Respondent's motion is hereby granted and Claimant's claim is dismissed with prejudice.

(No. 81-CC-2348—Claimants awarded $90,500.00.)

JAMES SALLEE, Individually and as Father and Next Friend of Chris Sallee et *al.*, Minors, and **PAM SALLEE,** Claimants, *v.* **THE STATE OF ILLINOIS,** Respondent.

***Opinion filed January* 22, 1990.**

JEROME MIRZA & ASSOCIATES, LTD., for Claimants.

NEIL F. HARTIGAN, Attorney General (SUZANNE SCHMITZ, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—*defect in highway—elements of action.* In order to recover in an action alleging injuries resulting from a defect in a State highway, the Claimant must prove by a preponderance of the evidence that the State was negligent in maintaining or failing to maintain the road, that the negligence was the proximate cause of the injuries, that the State had notice of the defect, and that the accident resulted in damages.

SAME—Water on highway—automobile crash—proximate cause established. The evidence was sufficient to establish that water standing on a highway was the proximate cause of the Claimants' crash, since a State trooper testified Concerning skid marks which began at the location of the water and led to the final resting spot of the Claimants' automobile, and the Claimant driver testified that he lost control of his vehicle after topping a rise, and he then slid into an embankment.

SAME—*State is not insurer of highways.* The State of Illinois is not an insurer of the safety of the motorists and passengers on its highways, but it is required to maintain the highways in a reasonably safe condition, and it can be held liable for highways which are not maintained in a reasonably safe condition if it is shown to have had notice of the dangerous condition.

SAME—*water on highway—State's duty.* If the State had notice of standing water on a highway, it would be obligated to either correct the condition or to erect warning signs concerning the dangerous condition.

SAME—Water on highway—Claimants' car slid into embankment—notice established—State liable. The State was liable for the injuries sustained by the Claimant and his family when their automobile hit standing water on a highway and slid into an embankment, since the evidence was sufficient to establish that the standing water was the proximate cause of the accident and that the State had constructive notice of the condition, notwithstanding conflicting testimony about the existence of the condition at the scene of the accident.

DAMAGES—awards are subject to right of set-off. Pursuant to section 26 of the Court of Claims Act, the grant of an award under the Act constitutes full accord and satisfaction, and since only one satisfaction of any claim is allowed, any award is subject to the right of set-off.

SAME—Set-off defined. A common law set-off is a type of counterdemand made by a defendant arising from an independent cause of action held by the defendant.

STATUTES—amendment is presumed to change law. Generally, it is presumed that an amendment to a statute is intended to change the law as it formerly existed rather than to reaffirm the existing law.

COURT OF CLAIMS—*Court applies common law.* Although not stated specifically in the Court of Claims Act, the Court of Claims applies the common law, precedents and statutes applicable to the circuit court, unless a conflict exists with the Court of Claims Act.

DAMAGES—*collateral source rule.* In the circuit courts, the collateral source rule is applied when an injured party receives payments from his own

insurer, and that rule holds that monies received from a source independent of the tortfeasor may not be deducted from damages.

SAME—*collateral source rule—rationale.* The basis of the collateral source rule is the belief that an injured party who has prudently entered into an insurance contract should be allowed to benefit from that contract, and the failure to apply the rule allows the wrongdoer to escape the consequences of his or her wrongdoing, throws the burden on the insured, and rewards those without insurance.

SAME—*collateral source rule not abrogated by section 26 of court of Claims Act.* The provisions of section 26 of the Court of Claims Act authorizing common law set-offs and authorizing deductions of monies previously received by an injured person from the State or other tortfeasors does not abrogate the collateral source rule, and this holding will be applied prospectively to all claims pending at the time of this decision and those filed hereafter.

HIGHWAYS—*water standing* on *highway—automobile crash—awards granted—collateral source rule applied.* The Claimants were granted awards for the injuries sustained when their automobile struck standing water on a highway and slid into an embankment, and the collateral source rule was applied to preclude any set-off for the amounts paid to the Claimants by their own insurer.

MONTANA, C.J.

This claim arose from a traffic accident that occurred early in the morning of June **13,** 1980. The vehicle involved was a 1977 Thunderbird, which was in good condition. Claimants, James Sallee and Pam Sallee, were in the front seat while their children, Chris and Amy Sallee, were in the back seat.

The Claimants had left LaHarpe, Illinois, and were traveling on Route 9, an Illinois highway maintained by the Department of Transportation. At the location of the accident, Route 9 is a two-lane road with one lane traveling east and one lane traveling west. The vehicle in which the Claimants were riding skidded across the highway and struck a tree, causing fairly severe injuries to Pam Sallee and less serious injuries to James Sallee and their children.

James Sallee, the driver of the car, lost control of the vehicle as a result of standing water on the roadway.

Numerous cases in this Court have held that the State does not insure the safety of all motorists and passengers who travel on the State's highways. In order to recover on their claim, the Claimants must prove by a preponderance of the evidence that the State was negligent, either in its maintenance of the road or by its failure to maintain the road. The Claimants must further prove that this negligence was a proximate cause of the accident, that the State had notice of the alleged defect which they either failed to maintain or maintained in a negligent manner, and that the accident resulted in damages. Possible contributory negligence on the part of the Claimant must be considered.

In this case, both the question of negligence and proximate cause are in dispute. There seems to be no great dispute about the damages, and the Court finds that there was no contributory negligence on the part of any of the Claimants. Of course, notice is an issue contained within the issue of the State's negligence.

The issue of proximate cause is perhaps the most closely contested issue in this case. The most important evidence as to proximate cause was the testimony of State Trooper Oliver. Trooper Oliver was the first officer on the scene and was the officer who completed the accident report. At oral argument of this matter before the entire Court, the question was raised as to whether or not the report prepared by Trooper Oliver had been placed in evidence. On December 9, 1985, a supplemental memo was filed by the Claimants indicating that this testimony was admitted without objection.

"Q. **Trooper, let me direct your attention to the back page of your report, I believe you have a copy in front of you, and on the back page of that report there is a narrative section consisting of about 9 to 10 lines that you have written in concerning the accident.**

A. Yes sir.

Q. **The second paragraph of that narrative states that there are low spots in the roadway at this particular location and during and after a rain, water collects in these spots creating a traffic hazard.**

Is that what you wrote on that occasion?

A. Yes sir.

Q. And that was your opinion and belief when filling out this report?

A. Yes sir.

Q. Is that your opinion and belief today?

A. Yes."

It appears that no objection was made to the admission of this evidence. The testimony concerned the fact that there were low spots in the roadway at the particular location of the accident. It went on to state that during and after a rain, water collected **in** those spots, creating a traffic hazard. When asked on the day of the hearing if that was still the trooper's opinion, the trooper reiterated that it was. The trooper further testified that there was still water on the roadway when he arrived at the scene. He estimated that there was approximately one inch of water. The trooper further indicated that there were skid marks beginning where the automobile hit the water. He further testified that the skid marks started east of where the water was, went across the roadway, and off on the north shoulder, struck a tree, and then continued in an easterly direction.

None of the Claimants could positively testify that the standing water on the roadway was the cause of driver Sallee losing control. James Sallee did testify that he was having no problem with the steering immediately prior to the accident. Although the Respondent has raised strong arguments that this testimony is not sufficient to establish that the standing water on the roadway was a proximate cause of the accident, we disagree. We feel that **by** a preponderance of the evidence, the Claimant has met the burden of proof that

the standing water was the proximate cause of James Sallee losing control of the automobile.

The Respondent has cited the case of ***English v. State*** (1982), 35 Ill. Ct. Cl. 180. In that case, this Court denied a claim for personal injuries and for death as a result of a factual situation which was similar to the case at hand. The Court denied the claim on the basis of a showing of no proximate cause. That case also involved standing water on the roadway. However, in the ***English*** case, a head-on collision was involved. At a location where water was present on the roadway, a car driven by Steven Glasgow crossed the center line and collided head-on with a car driven by Claimant Diane English. The driver of the automobile, Steven Glasgow, survived. However, a passenger was killed. The trooper investigating that accident indicated that there was standing water in the roadway; however, another witness testified that there was not. Again, that closely matches some of the testimony in the present case. The only two occurrence witnesses who testified in the ***English*** case were Claimant English and a passenger in her automobile. The passenger in the Glasgow automobile was dead, and the driver, Steven Glasgow, did not testify. Since it was his car which crossed the center line, the Court found that the Claimants had failed to prove that the standing water in the roadway was the proximate cause of the accident.

Here, the testimony as to the existence of the water standing on the roadway at the time of the accident seems to be more clearly established. In addition, Trooper Oliver's testimony concerning the skid marks, which began at the location of the water and led to the location of the Sallee automobile, is very convincing.

In addition, the Claimant in this case **has** cited two other prior decisions which go far to persuade the Court

that there is proximate cause. In the case of ***National Bank*** of ***Bloomington v. State*** (1980), *34* Ill. Ct. Cl. **23,** the proximate cause was clearly and easily established. The occurrence eyewitness testified that there were 8 to **10** inches of water on the roadway and that he witnessed the decedent's vehicle come into contact with the water, hydroplane, leave the pavement, come out of a ditch, and crash into his truck head on. Of course, those facts more clearly established proximate cause than the facts present in this case. However, in another case cited by the Claimant, ***Znterstate Bakeries Corp. v. State*** (1974), **29** Ill. Ct. Cl. **446,** this Court awarded a claim to a corporation seeking to recover property damage as a result of an accident involving a truck. The testimony involved a tractor-trailer which struck an oil slick with rainfall on top of it. The driver testified that after he hit two large bumps in the road and an oil slick, he lost traction and slid into an embankment.

In this case, the driver testified that he lost control after topping a rise. He then slid into an embankment. The testimony as to the existence of the water here was supplied by Trooper Oliver.

For all the reasons stated, we believe the factual situation in this case to be more similar to that of ***Znterstate Bakeries Corp.*** than either the ***English*** or ***National Bank*** *of* ***Bloomington*** cases. We therefore feel that our finding of proximate cause in this case is consistent with the prior decision of this Court in the ***Znterstate Bakeries Corp.*** case.

Another difficult issue to resolve in this case, and the one which more often arises in similar cases, is that of negligence. Numerous cases decided **by** this Court have held that this State is not an insurer as to the safety of motorists or passengers upon its highways. The State is only required to maintain its highways in a reasonably

safe condition. In addition, before the State can be held liable for highways which are not maintained in a reasonably safe condition, the State must have notice of the dangerous condition.

This notice requirement has been defined by this Court in numerous cases to be either actual notice or constructive notice. If the State had notice of water standing on the roadway at this location, the State would have been required to either correct that situation or to place warning signs as to the dangerous condition. The evidence in this case is uncontradicted that no warning signs were placed and that no corrective action was taken on this location prior to the accident. Thus, the ultimate issue which must be resolved in this case as to liability is whether or not the State had actual or constructive notice of a dangerous situation at the location of this accident.

Trooper Oliver, the State trooper who investigated this accident, indicated that he observed standing water in this location on the date of the accident. In addition, he testified that he had seen water in the location in the past. Further, he testified without objection that it was his opinion that there are low spots in the highway at this particular location and that during and after a rain, water collects in these spots creating a traffic hazard. Under cross-examination, Trooper Oliver testified that on the date of the accident, he was not aware that there was a collection of water at that location until he arrived on the scene. Trooper Oliver went on to testify that the area of the roadway that **was** covered with water consisted of the entire width of the roadway for approximately 10 feet.

The Claimants also called as a witness a Larry Mynatt. Mr. Mynatt lives close to the location of the accident and is familiar with the scene of the accident.

He testified that he had noticed grooves in the road which collected water during a rainfall. He further testified that at any time when it was raining, there was water standing in the road at that location.

The Claimants then called a Kenneth Brown who, at the time of the hearing, was mayor of the city of LaHarpe. He testified that he was also familiar with the scene of the accident, and he had placed flares west of the accident scene the evening before the accident. He had done this to notify traffic that there was standing water on the road. He also testified that he had placed flares at the scene of the accident for the same purpose two weeks prior to the accident; however, he had not notified the Department of Transportation of this condition.

The Respondent then called a Roy Baranzelli, a field engineer for the Department of Transportation. Engineer Baranzelli testified as to the construction of the highway and accident area. He testified that prior to the accident, he had no report, either formally or informally, of water standing on the roadway in that area.

The Respondent also called Byron Winters, who is a maintenance worker for the Department of Transportation in Hancock County. He stated that he had been with the Department for approximately **14** years and was familiar with the site of the accident. He traveled the road three times a week for approximately **14** years. He also indicated that part of his **job** duties included the assignment of workers to place warning signs for water on the pavement. He testified under direct examination that he had never seen an accumulation of water of sufficient depth to warrant placement of a warning sign at that location.

Under cross-examination, Mr. Winters indicated that he had seen water at the accident site, although not

on the day of the accident. Approximately two to three years previous to the date of the accident, he had seen water accumulate at the accident site. He indicated that at that time, signs had been placed warning of water on the pavement. He further indicated that warning signs regarding water on the roadway were placed only if they were notified that there was a problem. If it was noted that water was a long-standing problem or a frequent problem, such as under a viaduct, temporary signs were placed on a more regular routine.

Notice cases are among the most difficult this Court must decide. In the case of ***Znterstate Bakeries Corp. v. State,*** cited before in this opinion, notice was clearly established. In that case, a direct report of a dangerous condition had been made, and the State had been present on more than one occasion attempting ***to*** correct the problem. In the case of ***Reidy v. State*** (1975), **31** Ill. Ct. Cl. **16,** this Court denied liability because the evidence failed to indicate prior knowledge of flooding by State officials. In that case, numerous witnesses called by the Respondent indicated that there had never been any actual notice of water on the roadway on the date of the accident. In addition, there was no prior notice or knowledge of water accumulating at the scene of the accident. This evidence was very strong that the State had no notice, either actual or constructive, of water accumulating at the scene of that accident.

A similar case was ***Brockman v. State*** (1975), **31** Ill. Ct. Cl. **53.** In that case, a State trooper testified that while there was a six-inch accumulation of water on the road at the site of the accident, he had driven over the highway many times and did not recall ever having seen water accumulate on the road prior to the accident. He further testified that he found a clogged drain beside the roadway from which he removed, some debris. **He**

testified that the road then drained in about **40** minutes. Further, witnesses for the State included the highway engineer, who testified that there had been no prior notice of any problems regarding water at the accident site. In addition, testimony established that on the day of the accident, the engineer in charge of that stretch of highway had assigned a two-man crew to clean and repair sewers on the very day of the accident. He testified that the men had covered that stretch of highway on the day of the accident removing debris from sewers.

However, this Court must **also** consider the case of ***National Bank of Bloomington v. State,*** previously cited herein. In that case, as in this case, local residents testified that they had observed water accumulating on the roadway numerous times. In this case, two local residents testified that they had noticed the water accumulating, even though they did not report the accumulation to the Department of Transportation. In the ***National Bank of Bloornington*** case, Trooper Hinkle testified that he had driven over the area numerous times and had seen water standing on the same site on prior occasions. He further testified that in the past, he had signs posted at the site of that accident when he had noticed water standing on the roadway. In the case at bar, Trooper Oliver also testified that he had seen water at the scene of this accident in the past. He testified that there are low spots in the roadway at this particular location and that during and after rain, water collects in these spots, creating a traffic hazard. His, along with the testimony previously referred to in this opinion by Byron Winters, would indicate that the State had some constructive notice of a potential problem regarding water standing on the roadway at this site.

We think that the facts in this case fall somewhere between the facts which were present in the cases of

Reidy and *Brockman*, in which this Court denied claims on the basis of no liability, and the case of *National Bunk of Bloomington*, in which this Court partially awarded a claim. Although we consider this to be a close question, thorough reading of the evidence presented at the hearing on this matter convinces us that the Claimants have met their burden of proof by a preponderance of the evidence. Therefore, we find liability for the Claimants against the Respondent.

Next, we reach the issue of damages. It appears that the medical bills, which were not specifically delineated for each of the four Claimants, totalled **$22,000.** On the testimony presented at the hearing of this case, it is probable that the great majority of these medical bills were as a result of the injuries to Claimant Pam Sallee. It appears that the injuries to the two children were relatively minor. There was some scarring. However, the Commissioner who heard this case indicated that it was minor and, in one case, covered by hair. Claimant James Sallee suffered somewhat greater injuries and may have lost approximately **$1,500** in wages as a result of the accident. There was no recovery of these lost wages. Claimant Pam Sallee evidently suffered considerable pain and suffering as a result of her injuries. She was required to wear a variety of braces. One brace left permanent scars. There was some testimony that plastic surgery could correct some of the problem, but not all of the problem.

The evidence also clearly established that the medical bills had been paid by the Claimant's health insurance. The Respondent argued to this Court that, if we found liability, we should reduce the damages awarded because of a set-off as set forth in section 26 of the Court of Claims Act:

"The granting of an award under this Act shall constitute full accord and satisfaction. There shall be but one satisfaction of any claim or cause of

action and any recovery awarded by the court shall be subject to the right of set-off." Ill. Rev. Stat., ch. 37, par. 439.24—6.

Section 26 was enacted in 1972 and was amended the year after. Before amendment this section read:

"The granting of an award under this Act shall constitute full accord and satisfaction. There shall be but one satisfaction of any claim or cause of action and any recovery awarded by the court shall be subject to the right of set-off *of* ***an amount equal to the monies received from any other source, whether received in consideration of release or covenant."***

It is well understood that a common law set-off is a type of counterdemand made by the defendant arising from an independent cause of action held by the defendant. ***(Air Illinois, Inc. v. State*** (1986), ***38*** Ill. Ct. Cl. 289.) In ***Air Illinois, Znc.,*** a claim by the airline for a passenger fare was set off against tickets purchased by another agency but not used, due to bankruptcy of the airline.

The original section 26 created in the context of personal injury a new meaning for the words "set off," namely the reduction of an award **by** the "amount equal to the monies received from any other source." ***(Merchant's National Bank of Aurora v. State*** (1972), 29 Ill. Ct. Cl. 103.) In ***Merchant's National Bank of Aurora,*** the court set off the amount received from the injured's uninsured motorist coverage.

In ***Saltiel v. Olsen*** (1979), 77 Ill. 2d **23, 394** N.E.2d 1197, the supreme court of Illinois stated:

"* * * the normal presumption is that an amendment is intended to change the law as it formerly existed, rather than to reaffirm it * *(*." **(77** Ill. 2d **23, 29, 394** N.E.2d **1197, 1200.)**

Based upon this rule of statutory construction, the fact that the language requiring all of the monies received from other sources to be set off was enacted and then **quickly** repealed leads inescapably to two conclusions. Either not all previously received monies are to be set

off, or the statute was to reflect the common law definition of set off.

The question before us is whether a recovery from the Claimant's own insurance is to be set off.

Though nowhere stated in the Court of Claims Act, this Court applies the common law, precedents, and statutes applicable in the circuit courts, except where conflict exists with the Court of Claims Act.

In the circuit courts, where an injured party receives payments from his own insurer, the collateral source rule **is** invoked. The collateral source rule holds that monies received from a source independent of the tortfeasor may not be deducted from damages. ***Peterson v. Bachrodt Chevrolet Co.*** (1978), 61 Ill. App. 3d 898, 378 N.E.2d 618.

The logic behind the collateral source rule is that an injured party has prudently entered into an insurance contract and should be allowed to benefit from it. Additionally, some insurance contracts have subrogation clauses which allow insurers to recover their expenditures from the insured once the tortfeasor has paid the injured party. Failure to apply the collateral source rule allows the wrongdoer to escape the consequences of its wrongdoing, throws the burden on the insured, and rewards those without insurance.

It is our belief that the current section **26** authorizes common law set offs and authorizes deductions of monies previously received by the injured from the State or other tortfeascrs, but does not abrogate the collateral source rule.

Therefore, the amounts of health insurance recovered by the Sallees shall not be set off. This holding will be applied prospectively to all claims pending at the time of this decision and those filed hereafter.

Therefore, we make the following awards:

We award Claimant James Sallee, for his own injuries, the sum of seven thousand five hundred dollars ($7,500.00.)

We award Claimant James Sallee, as father and next friend to his children, Chris Sallee and Amy Sallee, for and in behalf of Chris Sallee and Amy Sallee, the sum of four thousand dollars ($4,000.00) each, for a total of eight thousand dollars ($8,000.00.)

We award Claimant Pam Sallee, taking into consideration the pain and suffering she suffered, the permanent disfigurement, and the length and duration of her illness, and the amount of her medical bills, the sum of seventy-five thousand dollars ($75,000.00.)

Therefore, the total amount of the awards for the Claimants is ninety thousand five hundred dollars ($90,500.00).

(No. **81-CC-2383—Claim dismissed.)**

DUDLEY R. DYE, Claimant, *v.* **THE** STATE **OF ILLINOIS,** Respondent.

Opinion filed *March* **27,1990.**

SPENCER W. SCHWARTZ & ASSOCIATES, P.C., for Claimant.

NEIL F. HARTIGAN, Attorney General (JANICE SCHAFFRICK, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—*State not insurer of highways.* The State of Illinois is not an insurer of all accidents occurring on its highways, and in order to recover based on an allegation of a defect in a highway, the Claimant must prove by a preponderance of the evidence that the condition of the highway was hazardous and the proximate cause of the accident.

EVIDENCE—*preponderance of euidence—burden.* The preponderance of the evidence is more than the weight of the evidence, but it also includes the credibility and persuasiveness of the evidence.

HIGHWAYS—*hole in road—motorcycle accident—Claimant failed to sustain burden of proof—claim dismissed.* The Claimant alleged the injuries he sustained when his motorcycle crashed were caused by a pothole and a series of ripple in the road, but his claim was dismissed with prejudice, since he failed to establish by a preponderance of the evidence that the hole and ripples were hazardous under the circumstances or that they were the proximate cause of the accident, especially in view of the numerous conflicts and discrepancies in the testimony.

SOMMER, J.

The Claimant, Dudley Dye, is seeking damages for personal injuries sustained in a motorcycle accident on Old Skokie Road, just north of Russell Road in Lake County, Illinois. Russell Road intersects the east side of Old Skokie Road, and at the intersection, Old Skokie Road consists of four lanes, two southbound and two northbound. Old Skokie Road is maintained by the State.

On June 22, 1980, at approximately 3:30 p.m., the Claimant was driving a motorcycle in the southbound lanes of Old Skokie Road. The day was hot and sunny and the pavement was dry. The Claimant contends that when he attempted to change from the left southbound lane to the right southbound lane, he struck a pothole and a series of ripples, and these defects in the road caused him to fall. On the other hand, the State contends that the pothole and the ripples were not the cause of the accident; rather the Claimant braked because he saw a truck at the Russell Road intersection and the brakes locked and caused him to fall, or the Claimant was inattentive and fell when he should not have.

The State is not an insurer of accidents that occur on its highways. In order to recover, a Claimant must show

that the condition of the highway was hazardous and the proximate and direct cause of the accident; and this must be proved by the preponderance of the evidence. (*Kavalauskas* v. *State* (1963), **24** Ill. Ct. Cl. **361.)** Preponderance of the evidence is more than the weight of the evidence, but also includes the credibility and persuasiveness of the evidence.

In this case, the Court finds itself in the position of having to weigh and judge the evidence in order to determine whether the Claimant has met his burden of proof.

The Claimant testified that he felt a jolt and a series of bumps just before he fell. At the time, he was gradually going from the left southbound lane to the right southbound lane.

There is little dispute that near or at the site of the accident, the seam between the southbound lanes was split to a width of **6** or 7 inches, a depth of 2½ inches, and a length of **33** inches, and on the right of the seam were two ridges in the pavement beginning about 50 feet from the hole and about **20** feet apart. The split was caused by an overlayer of material having worn away.

The Claimant testified that he did not see the hole or ridges because of the bright sun and because he was watching out for a truck on Russell Road at the intersection of Old Skokie Road. The Claimant's testimony was supported by Kenneth Dombeck, a friend, who was riding a motorcycle behind the Claimant.

A conflict in the evidence arises upon the testimony of the investigating officer, State Police Officer Junk. Both the Claimant and Kenneth Dombeck stated that the Claimant was in the ambulance when Officer Junk

arrived and that the Claimant and Officer Junk had no discussion concerning the cause of the accident. Officer Junk then testified that he asked the Claimant what happened, and the Claimant "stated his front wheel had locked up and he lost control." At that point in his testimony, Officer Junk asked to use his accident report in order to refresh his memory. He then testified that the Claimant "told me about the brakes locking up on the front." Officer Junk did not talk to Ken Dombeck. On cross-examination, Officer Junk admitted that in his report he did not attribute the statement about the brakes to the injured party and that normally such would have been written down as "driver stated." Additionally, Officer Junk admitted seeing no skid marks that would have been consistent with the Claimant's brakes locking. **However, Officer** Junk **testified that the statement** concerning the brakes could only have come from a witness or he would not have noted it, and he interviewed no witnesses other than the victim. No objection was made to Officer Junk's testimony at the hearing.

Both parties introduced expert testimony. Matthew Sielski, the Claimant's expert, gave the opinion that the hole was a hazard and could create a situation that would cause a "motorcycle to be out of control . . ." Mr. Sielski had examined the accident site. Mr. Sielski stated that he had never ridden a motorcycle. Dror Kopernic, a motorcycle safety specialist and expert witness for the Respondent, testified that he conducted three different tests which demonstrated in his opinion that neither the hole in question nor the washboard effect of the pavement could have caused the accident. Using a motorcycle almost identical to the Claimant's, Mr. Kopernic conducted several tests which duplicated

the road conditions and driving speed of the Claimant and a video of one of these tests was shown. Mr. Kopernic testified that he repeatedly rode over a hole deeper than that ridden over by the Claimant and at the same speed and at a similar angle. He noticed only a very minor jolt and no loss of control. Mr. Kopernic also demonstrated mathematically how a motorcycle riding at 40 to 45 miles per hour would not be significantly affected by riding over a hole the size and depth of the hole in the Claimant's case. Also, the "washboard effect" which allegedly contributed to the Claimant's fall was discounted as a contributing factor. Mr. Kopernic opined that the hole and the ripples were "probably not" the proximate cause of the accident, and that the hole and ripples were visible from some distance and should have been easily negotiated by the Claimant.

On cross-examination, the Claimant stated that two weeks later he and his wife went to the accident scene and took photographs of the road and the accident scene, but did not take a picture of the hole that allegedly caused the accident. The Claimant did not draw the hole in the diagram made by him on his insurance report made out about the same time, but he did discuss the hole and ridges in the narrative.

The annals of this Court contain a case similar to the present one, namely ***Wendler v. State*** (1961), *24* Ill. Ct. C1.273. In the ***Wendler*** case, an automobile went out of control and struck another automobile. The driver of the errant vehicle testified that a crack in the road caused him to lose control, but he had told an investigating officer that his wheels had locked up, and he did not mention the crack to the investigating officer. Additionally, the driver could not locate the site of the accident.

This Court ruled that it could not determine, under the circumstances, the proximate cause of the mishap. This Court noted that the testimony immediately after the accident was more convincing than that later. Added to that were too many discrepancies in the testimony, along with the facts and circumstances which made it difficult to determine the proximate cause. In other words, the Claimant did not prove his case by a preponderance of the evidence.

As we have previously stated, preponderance of the evidence is a matter of weight and also credibility and persuasiveness. In this claim, we find that the Claimant has not, by a preponderance of the evidence, proven that the hole and ripples were hazardous under the circumstances or were the proximate cause of the mishap. **As** in the ***Wendler*** case, there are discrepancies between the testimony closer in time to the accident and the testimony later. There is the obvious conflict between the testimony of the Claimant and his friend, Kenneth Dombeck, and Trooper Junk. If the Claimant is to be believed when he testified that he made no statement, it is necessary to find Trooper Junk's testimony in error. This conclusion is not compelled by the testimony before us; rather, the contrary is equally likely, if not more so. Also, closer in time to the mishap is the odd fact that the Claimant did not photograph the hole that allegedly caused the accident when he went to the scene and made a number of photographs of the roadway. We reason that the Claimant had not focused on the hole as the alleged cause of the mishap at that time.

At a later time when the hole had been assigned by the Claimant as the cause of the accident, expert testimony differed as to whether the hole was a hazard

for a motorcyclist. If the Claimant's expert is to be believed, it is necessary to give his testimony more weight and credence than that of the Respondent's expert, even though the Respondent's expert was an expert in motorcycle accidents and made numerous demonstrations at the site. That the Claimant's expert should prevail is not evident from the testimony.

This Court concludes that, as in ***Wendler,*** there are simply too many conflicts and discrepancies in the testimony to find that the issues have been proven by a preponderance of the evidence.

It is therefore ordered that this claim be denied and dismissed with prejudice.

(No. 82-CC-1217—Claimants awarded $162,442.00.)

PAUL SHEEDY, Executor of the Estate of Alice Sheedy, deceased, **IRENE BROWN, STEPHAN B. MANN, ROBERT** J. **CALHAN, PATRICIA ANDERSON** and **RALPH ANDERSON,** Claimants, **u. THE STATE OF ILLINOIS,** Respondent.

Opinion filed July 28,1989.

ARMSTRONG, SURIN & ENGELS, for Claimants.

NEIL F. HARTIGAN, Attorney General **(CLAIRE TAYLOR,** Assistant Attorney General, of counsel), for Respondent.

WATERS **AND** WATERWAYS—*canal* drainage blocked by dam—State ***liable***. Where the State placed an earthen dam in a canal which was part of a State recreation area and the result was to prevent drainage from flowing in a westerly direction and force all runoff to flow east, the State had a duty to maintain the canal in a manner which would provide adequate drainage and prevent overtopping and breakouts in the affected areas, and since the State's negligence in maintaining the canal led to overtopping and breakouts, it was liable for the flood damage to the Claimants' surrounding farmlands.

DAMAGES—flooding of farmland—measure of damages for growing crops. The measure of damages for the loss of growing crops due to flooding of farmlands is the value of the crops at the time they were destroyed, together with the value of the right of the owner to mature the crops and harvest them at the proper time.

SAME—farmland flooded—State negligent—awards granted. Awards were granted to the Claimants for the loss of crops due to the flooding of their farmlands caused by the State's negligence in maintaining a canal, and the record supported the calculation of the awards based on the facts that the loss in the first year was mature crops and the second year's loss was growing crops, since the Claimants' witnesses were highly credible, conservative, and fair in their testimony concerning the damages.

MONTANA, C.J.

This claim was brought by several landowners seeking compensation for damage caused by flooding of farmland adjoining the Illinois & Michigan Canal (I& M Canal) in Grundy County, Illinois. The case proceeded to hearing, briefs were filed, the Commissioner has duly filed his report, and oral arguments were held before the Court.

The flooding incidents occurred on September 8, **1980,** and June **13, 1981,** when, as a consequence of rainstorms, the south levee of the canal was overtopped and gave way at various points causing flooding of the farmlands owned and/or managed by the Claimants. During the September 8, 1980, incident a 50- to 75-foot break occurred in the south levee adjacent to the property owned by Irene Brown.

In Claimants' complaint and amended petition, they allege the State was negligent with reference to the I&M Canal in that the State:

(a) failed to properly inspect said south levee,

(b) permitted said levee to erode to such height as to be insufficient to control the flowage of water in said canal,

(c) failed to properly maintain the canal so as to permit an adequate flow of water to be maintained in said canal,

(d) permitted the south levee of said canal to be undermined,

(e) diverted water from other than its course of natural drainage which it permitted to flood and inundate petitioners' lands,

(f) failed to contain the waters of the I&M Canal entirely within the boundaries of said canal, and

(g) failed to properly redesign the Canal prism between Carson Creek and the Waupecan Island Spillway in 1951.

The Claimants also make a strict liability claim contending that under the provisions of section 8 of An Act to revise the law in relation to the Illinois and Michigan canal (Ill. Rev. Stat., ch. 19, par. **8)** (the Act), the Department of Conservation had control and management of the I&M Canal, that under the provisions of section 9 of the Act (Ill. Rev. Stat., ch. 19, par. 10), the Department of Conservation was required **to** keep the canal in good and sufficient repair, and that the provisions of section 23 of the Act (Ill. Rev. Stat., ch. 19, par. 70) mandate that the State:

"* * * prevent the carrying capacity of streams to be limited and impaired by fills, deposits, obstructions, encroachments therein, deposit of debris or material of any kind, including trees, tree limbs, logs, shrubbery, or related growths and trimmings therefrom in or upon the bank of any waters and water courses or in such proximity to such waters and water courses or any tributary thereto where the same shall be liable to be washed into or deposited along such waters and water courses, either by normal or flood flows, as a result of storms or otherwise, which may in any manner impede or obstruct the natural flow of such waters and water courses * * *."

Notwithstanding the provisions of said statutes, Claimants assert that responsible agencies of the State failed **to**

comply with said statutory provisions between January 1, 1950, and the date of the occurrences alleged, resulting in the damage complained of by Claimants.

It is not disputed that the State does own, operate and maintain I&M Canal primarily as a recreational area. Historically, the canal was created in this area in 1848 and was dredged in 1871, and from that time continued to fall into disrepair until 1933 when it was officially closed to navigation. In 1974, the maintenance and control of the canal was delivered to the Illinois Department of Conservation. Prior to 1974, the Department of Public Works and Buildings (later known as the Department of Transportation) had jurisdiction over the canal.

Over the years the canal has attempted to handle the flow of floodwater from the north in the watershed area of Carson Creek and also Rat Run. In 1951, an earthen dam was placed across the canal which prevented any Carson Creek drainage from flowing to the west toward Seneca and forced all runoff to flow east toward the Waupecan Island Spillway. Also, in 1951, a 4.9-mile reach of the I&M Canal was dredged from the mouth of Carson Creek to the Waupecan Island Spillway.

There is a report in the record issued by the Illinois Department of Transportation Division of Water Resource Bureau of Planning entitled ***Investigation of Flood Problems—Phase I—Illinois and Michigan Canal between Carson Creek and Waupecan Island Spillway.*** This report, which was submitted at trial without objection as Claimants' Exhibit 1, indicates that from 1951 to 1981, or since the earthen dam was placed to the west of Carson Creek, approximately 90,100 cubic yards of silt from Carson Creek has settled within the canal prism. The report further states as follows:

"Near the mouth of Carson Creek the depth of canal siltation is about five feet higher than the 1951 post-dredging elevation. Relatively fast flowing (and silt laden) water from the Carson Creek basin empties into the very flat I&M Canal and slows down very suddenly, allowing the sediment in the water to settle to the bottom. As can be expected, this extensive sedimentation process has gradually reduced the flow capacity of the canal.

Also, since the last dredging operation in 1951, lack of an annual maintenance program has allowed a heavy growth of vegetation to develop along both banks of the canal. Trees and dense brush tend to increase the amount of flow resistance and, in this instance, are a major cause of undesirable flood levels.

The concrete spillway at Waupecan Island is also a major cause of overbank flooding to the west. The size of the spillway structure is certainly adequate to pass large flood flows, but the height of the crest produces upstream flood problems. The crest of this spillway was constructed approximately 2½' below the canal towpath in order to maintain canal water at a navigational height. As can be seen on Plate 3, the spillway elevation controls the starting water surface elevations and creates a backwater effect that is carried upstream toward Carson Creek." (pp. 5, 6.)

It appears Respondent was aware as early as 1973 that drainage problems existed in the section of the I&M Canal relevant to this claim. As part of the departmental report submitted by Respondent pursuant to section 14 of the rules of this Court (74 Ill. Adm. Code 790.140) is a memo dated May 29, 1973, discussing overflow of the I&M Canal. The relevant portion of the memo states:

"The problem of overflowing seems to stem from a creek flowing into the canal approximately 1½ miles from the area of the washouts. This creek is called I believe, Carsons Creek and is the drainage for the surrounding area. When a hard rain falls in the watershed of this creek, it becomes swollen and dumps a large volume of water into the canal. The day that I visited the area there was evidence of debri *(sic)*, approximately 4 ft high in the surrounding area and shrubery *(sic)*, indicating that the creek had overflowed its banks. This debri *(sic)* was also found approximately 2 miles from the creek, but was not in evidence further East. This creek, when flooded empties such a large volume of water and has such a tremendous amount of head pressure that it fills the canal in the immediate area, until it spills over at some point."

Claimants' expert witness Robert E. Renwick, a civil engineer, testified that in his opinion the canal drainage system was improperly designed when it was changed in 1951. He further testified that between 1951 and

September 8, 1980, the canal in the area in question was not properly maintained with respect to dealing with siltation and vegetation. When Respondent's expert witness, Dr. Misganaw Demissie, also a civil engineer, was asked by Claimants' counsel if, based on studies of various documents, particularly Claimants' Exhibit 1 which was referred to previously, he had an opinion as to whether Respondent had performed adequate maintenance on the I&M Canal so as to prevent damage to adjoining lands, Dr. Demissie indicated the chance of a breakout would have been less if the levee had been kept in "tiptop condition." Dr. Demissie also indicated that the accumulation of silt could have an impact on the canal's ability to carry water. Dr. Demissie further stated:

"[I]f you look at the documentary history, they talk about overtopping, flooding problems. The reason—probably the reason was they didn't design it to carry flood waters. You know, 2-and-a-half feet free board, that's not a whole lot of area to carry flood waters * * *

Q. (Mr. Armstrong) What you are saying then is that the design was inadequate when it was originally built to protect the adjoining landowners because of the low free board?

A. (Dr. Demissie) There are many other points also.

Q. But that's one?

A. That's one. The other one, as you know, it is above ground a lot of places, and, you know, when you have that, you know, you got problems." (Tr. 758,759.)

After a thorough review of the record in this matter, it appears to this Court that when Respondent placed the earthen dam to the west of the mouth of Carson Creek in 1951 which prevented Carson Creek drainage from flowing west toward Seneca and forced all runoff to flow east to the Waupecan Island Spillway, it had a duty to maintain the canal in a manner which would provide adequate drainage and prevent overtopping and breakouts. The evidence indicates Respondent did little to deal with the siltation and vegetation problems

of the canal. We find that lack of proper maintenance led to the overtopping and breakouts which caused the flooding of the farmlands owned and/or managed by the Claimants and that Respondent is liable for damage caused by the flooding. Having found that the State was negligent with respect to the maintenance of the canal, we do not find it necessary to rule on whether the canal design was improper or on Claimants' allegations based on strict liability.

The next question to consider is the proper measure of damages for growing crops. The first occurrence on September 8, 1980, presents little problem in assessing because these crops were "made" and essentially ready for harvest. The testimony of the Claimants was not contradicted and the grain prices were stipulated. The damages as to each Claimant supported by the testimony are accurately reflected in the calculations contained in Claimants' brief and essentially are as follows:

Brown-Mann 1980 crops:		
Corn:		
60 acres x 110 bu. = 6600 bu. x $3.33 per bu.		**= $21,978.00**
Lost in harvesting = 500 bu. x $3.33 per bu.		**= 1,665.00**
Total value of corn lost - 1980		**$23,643.00**
Less: combining expense 60 x $12.00	**= $720.00**	
hauling expense 7100 bu. x $.06	**= 426.00**	
Total offset to 1980 corn:		**1,146.00**
Net loss - 1980 corn - landlord & tenant		**$22,497.00**
Soybeans:		
30 acres x 40 bu. = 1200 bu. x $8.09 per bu.		**= $ 9,708.00**
Less: combining expense 30 x $10.00	**= $30.00**	
hauling expenses 1200 bu. x $.06	**= 72.00**	
Total offset to 1980 soybeans:		**372.00**
Net loss - 1980 soybeans - landlord & tenant		**$ 9,336.00**
Net loss - 1980 crops - landlord & tenant		**31,833.00**
Landlord's share of loss = $31,833 ÷ 2 =		**$15,916.50**
Tenant's share of loss = $31,833 ÷ 2 =		**$15,916.50**

Sheedy-Mann 1980 crops:

Corn:

25 acres x 110 bu. = 2750 bu. x $3.33 per bu.		= $ 9,157.50
Less: combining expenses 25 x $12.00	= $300.00	
hauling expenses 2750 x $.06	= 165.00	
Total offset to 1980 corn:		$ 465.00
Net loss - 1980 corn - landlord & tenant		$ 8,692.50
Soybeans:		
20 acres x 40 bu. = 800 bu. x $8.09 per bu.		= $ 6,472.00
Less: combining expenses 20 x $10.00	= $200.00	
hauling expenses 800 bu. x $.06	= 48.00	
Total offset to 1980 soybeans:		248.00
Net loss - 1980 soybeans - landlord & tenant		$ 6,224.00
Net loss - 1980 crops - landlord & tenant		$14,916.50
Landlord's share of loss: $14,916.50 ÷ 2 =		$ 7,481.25
Adjustment—Tenant pays all hauling expense =		+ 106.50
1980 crop loss to Estate of Sheedy:		$ 7,587.75
Tenant's share of loss: $14,916.50 ÷ 2 =		$ 7,458.25
Adjustment—Tenant pays all hauling expenses =		– 106.50
1980 crop loss to Stephan Mann:		$ 7,374.75

Calhan-Anderson 1980 crops:

Corn:

40 acres x 130 bu. = 5200 bu. x $3.33 per bu.		= $17,316.00
Less: combining expenses 60 x $12.00	= $480.00	
hauling expenses 5200 x $.06	= 312.00	
Total offset to 1980 corn:		792.00
Net loss - 1980 corn		$16,524.00
Soybeans:		
60 acres x 40 bu. = 2400 bu. x $8.09 per bu.		= $19,416.00
Less: combining expense 40 x $10.00	= $400.00	
hauling expenses 2400 x $.06	= 144.00	
Total offset to 1980 soybeans:		544.00
Net loss - 1980 soybeans		$18,872.00
Total loss of 1980 crops		$35,396.00

The question of damages concerning the loss in June of **1981** requires a close examination of the existing case law. The original rule followed in Illinois seemed to be that when the crop was not up or where it is up but is not so matured that the product can be fairly determined, the measure of damages is the rental value of the land together with the value of the seed and labor expended in bringing the crop to the point where it was destroyed. ***Young v. West*** (1906), **130** Ill. App. **216; *Enright v. Toledo, P. & W. R. Co.*** (1910), **158** Ill. App. **323.**

This line of cases, however, appears to have been overruled to allow for the later and more flexible rule as shown by **the supreme court case** of ***St. Louis Merchants' Bridge Terminal Association v. Schultz*** (1907), **226** Ill. **409, 80** N.E. **879**, in which it was determined that the measure of damages for growing crops which were totally destroyed by inundation is the value of the crops at the time they were destroyed, together with the value of the right of the owner to mature the crops and harvest them at the proper time. This rule has been consistently followed to date by the cases determining the question since that case. ***See Johnson v. Sleaford*** (1963), **39** Ill. App. 2d **228, 188** N.E.2d **230; *Kaiser Agricultural Chemicals v. Rice*** (1985), **138** Ill. App. **3d 706,486** N.E.2d **417.**

The State's contention in its brief stating that the Claimants produced no records to substantiate their opinions is without merit. The Claimants as witnesses were highly credible, conservative, and fair in their testimony concerning damages. They testified without objection to the acreage of the crops to be planted and the costs of planting and harvesting the same. As such they have proved their damages by a preponderance of the evidence and the State's objections to Claimants' motion

for leave to file an amended petition are denied. We find that the 1981 calculations in Claimants' brief are accurate and they read as follows:

Brown-Mann 1981 crops:

Corn:

25 acres x 120 bu. = 3000 bu. x $3.25 per bu.			= $ 9,750.00
Less: combining expense 25 x $12.00	=	$300.00	
hauling expense 3000 bu. x $.06	=	180.00	
Total offset - corn planted - joint share			480.00
Net loss - 1981 corn planted - landlord & tenant			$ 9,270.00
85 acres x 120 bu. = 10200 bu. x $3.25			$33,150.00
Less: Fertilizer expenses 85 x $55.00	=	$4,675.00	
Herbicide expenses 85 x $12.00	=	1,020.00	
Seed corn expenses 85 x $17.50	=	1,487.50	
Combining expenses 85 x $12.00	=	1,020.00	
Hauling expenses 1,200 x $.06	=	612.00	
Total offset - unplanted corn acreage			$ 8,814.50
Loss - unplanted corn - landlord - tenant			$24,335.50
Loss - 1981 corn acres - landlord & tenant			$33,605.50
Landlord's share of loss = $33,605.50 ÷ 2			= $16,802.75
Tenant's share of loss = $33,605.50 ÷ 2			= $16,802.75

Farm operations not performed:

Adjustments to tenant's share:

85 acres not planted:

Plowing:	85 acres x $11.00 =	$935.00
Discing:	85 acres x $10.00 =	850.00
Planting:	85 acres x $ 7.00 =	595.00
Cultivating:	85 acres x $10.00 =	850.00

25 acres planted:

Cultivating:	25 acres x $10.00 =	$250.00

Total of further tenant deductions	$ 3,480.00
Net loss to tenant - 1981 crop:	$13,322.75
Net loss to tenant - 1980 crop:	15,916.50
Total Net Loss - Stephan Mann, tenant:	$29,239.25
Net loss to landlord - 1981 crop:	$16,802.75
Net loss to landlord - 1980 crop:	15,916.50
Total Net Loss - Brown, landlord:	$32,719.25

Sheedy-Mann 1981 crops:

1981 crop:			
40 acres x 40 bu. = 1600 bu. x $7.09			= $11,344.00
Less: combining expense 40 x $10.00			= 400.00
Total to landlord-tenant after expenses:			$10,944.00
Landlord's net share 1981 loss = $10,944.00 ÷ 2			= $ 5,472.00
Tenant's share—unadjusted 1981 loss = $10,944.00 ÷ 2 =		$5,472.00	
Less: cultivating 40 x $10.00	= $400.00		
Hauling expense 1600 x $.06	= 96.00		
Adjustments to tenant's 1981 share		$496.00	
Tenant's net share of 1981 loss:			$ 4,976.00
Net loss to landlord - 1980 crop:		$7,514.75	
Net loss to landlord - 1981 crop:		5,472.00	
Total Net Loss to Sheedy estate:			$12,986.75
Net loss to tenant - 1980 crop:		$7,374.75	
Net loss to tenant - 1981 crop:		4,976.00	
Total Net Loss to Stephan Mann:			$12,350.75
Calhan-Anderson 1981 crops:			
100 acres x 130 bu. = 13000 bu. x $3.25			$42,250.00
Less: cultivating 100 x $10.00	= $1,000.00		
combining 100 x $12.00	= 1,200.00		
hauling 13000 x $.06	= 780.00		
Total expenses 1981 corn:		$2,980.00	
Net Loss - 1981 corn (before replanting)			$39,270.00
Costs - replant 20 acres (attempt to mitigate)			
Planting: 20 x $7.00	= $140.00		
Seed: 20 x $17.00	= 340.00		
Total additional expense - 1981 crop:			$ 480.00
Total Net Loss - Calhan-Anderson 1981 crop:			$39,750.00
Total Net Loss - Calhan-Anderson 1980 crop:			$35,396.00
Total Net Loss: Calhan-Anderson:			$75,146.00

By reason of the foregoing it is hereby ordered that awards be, and hereby are, entered for the Claimants as follows:

Stephan Mann - Tenant:	$29,239.25
Irene Brown - Landlord:	$32,719.25
Alice K. Sheedy Estate - Landlord:	$12,986.75
Stephan Mann - Tenant:	$12,350.75
Calhan-Anderson, Landlord & Tenant:	$75,146.00
Total Award	$162,442.00

(No. 82-CC-1599—Claimant awarded $75,000.00.)

THOMAS TUCKER, Claimant, *v.* **THE STATE OF ILLINOIS**, Respondent.

***Opinion filed July* 31, 1989.**

COOK, **SHEVLIN & KEEFE, LTD., for** Claimant.

NEIL F. HARTIGAN, Attorney General (JAMES C. MAJORS, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—*State's duty to inmates.* The State of Illinois has a duty to provide inmates of penal institutions with safe conditions under which to perform their assigned work and to supervise that work and provide safe and adequate equipment.

SAME—inmate doing farm work—thrown from tractor—severe injuries—inmate 50% negligent—reduced award granted. The State breached its duty to provide an inmate of a penal institution with safe conditions under which to perform his assignment to spray weeds, and therefore the inmate was granted an award for the severe injuries he sustained when he was thrown from the tractor on which he was ridingand was then run over by the tractor, but the award was reduced by 50%, since the inmate was 50% negligent in sitting on the front of the tractor and failing to warn the driver of the pothole the tractor hit.

MONTANA, C.J.

Claimant, a former resident of the Menard Correctional Center, brought this action for personal injuries sustained by him on June 27,1980, when he was thrown

from a tractor while working as a farmhand at that facility.

The incident giving rise to his injuries occurred on the farm grounds at the Menard Correctional Center. Claimant, a 33-year-old unmarried man with previous employment experience as a heavy equipment operator and a high school education, was assigned to work on the farm at Menard in June of 1980. Claimant had no previous experience of any kind doing farm work or operating farming equipment.

On June 27, 1980, Claimant reported to the farm office for work. Claimant and another inmate, Gary Eberwein, were assigned by Wayne McDonald, the farm superintendent, to take a tractor and spray weeds. Eberwein had been working on the farm for a year and had experience with the tractor and spraying operation. Eberwein was assigned to drive the tractor and Claimant was assigned to accompany and assist him in the operation. The location where the weeds were to be sprayed was several miles from the farm office, but on prison grounds. The equipment to be used was a John Deere 301 tractor with a large sprayer attached to the rear. The tractor is identified as a "construction tractor" and is generally used for work on farms. The tractor has a seat for the driver, fenders over the inside portion of the rear wheels, and a flat cover over the engine in front.

After Claimant was given his assignment, McDonald directed him to get on the tractor and ride with Eberwein over a road which he knew was in poor condition. Claimant inquired as to where he would ride on the tractor and McDonald directed him to sit on the front of the tractor and not stand on the rear. The only place to sit on the front of the tractor is on the immediate front of the engine cover, with feet resting on the axle

cover and facing forward. Claimant sat on the front of the tractor in this position. Eberwein then drove away from the farm office while McDonald watched them depart.

Claimant and Eberwein drove for about a mile, at 10 to 12 miles per hour, when the front wheel of the tractor hit a pothole in the roadway which caused Claimant to be thrown off the front of the tractor. The pothole was approximately two to three feet across and five to six inches deep, located in the middle of the road. Claimant saw the pothole as the tractor approached but did not warn Eberwein of its presence. Claimant landed on the road in front of the tractor and both the tractor wheels and the sprayer wagon wheels ran over him.

Claimant was taken to Chester Memorial Hospital where he was treated for a broken left arm and lacerations on his back. Claimant was released from Chester Memorial Hospital on July 8, 1980, and returned to the prison infirmary where he remained for two weeks. Claimant's back and left arm continued to cause him pain.

On July 24, 1980, Claimant was placed under the care of Dr. Philip George, an orthopedic surgeon living in St. Louis, Missouri. Dr. George repaired Claimant's fractured left arm by attaching a steel plate to the bone inside the arm at the point of fracture. As a result, Claimant has a permanent scar about 6" long on the top of his left forearm. Claimant returned to the prison infirmary on August 4, 1980, where he remained in convalescence for two weeks. Claimant continued to experience pain in his left arm, back and legs, and was unable to perform any work. As a result of the accident, Claimant had also lost most of the muscle control over his bowels, he had pain and difficulty urinating, and he was unable to achieve an erection.

Claimant returned to Dr. George's care on October 6, 1980. Dr. George, assisted by Dr. Francis Walker, a neurosurgeon, performed a fusion on Claimant's back. Claimant was discharged on October 27, 1980, and returned to Menard where he continued to experience pain in his back and legs.

On October 11, 1980, Dr. George removed the metal plate from Claimant's left arm. In February of 1982, Claimant was discharged completely from the custody of the Department of Corrections.

In September of 1983, Claimant placed himself under the care of Dr. Joseph Hanaway of St. Louis because of continuing back pain and the presence of blood in his urine. Claimant was informed that his pain would continue regardless of what kind of medication was prescribed. Claimant did not return to Dr. Hanaway because he was unable to pay for additional services.

Claimant initially found employment as a cashier for an automobile parts store at $100 per week. The job lasted six months, and then the store went out of business. Claimant was unable to find employment throughout 1983. In 1984, Claimant earned $1,200 by delivering automobiles. In 1985, Claimant found employment as a part-time chauffeur at $100 per week.

Claimant continues to experience pain in his left leg. He cannot sit in one place or stand for long periods. Medicine has been prescribed, but he is unable to afford it. As a result of this accident, Claimant also remains unable to achieve an erection and is incontinent at least two or three times each week. When employed as a chauffeur, Claimant is limited to no more than two hours of continuous driving because of the pain in his left leg. In addition, Dr. George testified that Claimant will be permanently restricted from performing any heavy

lifting, repeated forward bending at the waist, twisting at the waist, climbing or squatting.

This Court has held that the State owes a duty to inmates of its penal institutions to provide them with safe conditions under which to perform their assigned work. (*Reddock v. State* (1978), *32* Ill. Ct. Cl. **611.)** The State also owes a duty to an inmate to supervise his work and to provide safe and adequate equipment. ***(Hughes v. State*** **(1984),** ***37*** Ill. Ct. Cl. **251.)** This Court finds that the evidence presented by Claimant clearly shows that the State breached these duties by requiring Claimant to ride on the tractor as his only transport to his job assignment over roads known to be poorly maintained. This breach constituted negligence which was the proximate cause of Claimant's injuries.

This Court finds that Claimant has suffered permanent injuries relating to his back and left left, incontinence and impotency. However, the Court takes into account the fact that Claimant was contributorily negligent by sitting on the front of the tractor and not warning the driver of the pothole which Claimant observed when he knew or should have known that the road was in a hazardous condition, which could cause him to be thrown from the front of the tractor.

This Court finds that, due to the State's negligence, Claimant was damaged in the amount of **$150,000.** However, Claimant must be considered equally responsible for his injuries and this Court must assess his contributory negligence at 50%, reducing the award to $75,000.

It is therefore ordered that the Claimant be granted an award of seventy-five thousand dollars ($75,000.00).

(No. 83-CC-0610—Claimant awarded $100,000.00.)

EDWARD J. KIRBY, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed May 24,1990.

PATRICK MAHONEY & ASSOCIATES, P.C. (DONALD CROWE, of counsel), for Claimant.

NEIL F. HARTIGAN, Attorney General (ROBERT J. SKLAMBERG, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—*State is not insurer of persons using highways.* The State of Illinois is not an insurer of the safety of those traveling on its highways, although it does owe those persons a duty of ordinary care in the maintenance of the highways, but in order to recover for injuries allegedly caused by a defect in a highway, a Claimant has the burden of showing that the State had actual or constructive notice of the defect, since the mere fact that the defect existed is insufficient to constitute an act of negligence on the part of the State.

SAME—ripples and potholes—motorcycle accident—leg amputated—Stute had notice—award granted. The maximum award was granted to the Claimant for the injuries sustained, including the loss of his leg, when his motorcycle crashed after hitting a series of ripples and potholes in a State highway, notwithstanding the State's argument that the Claimant was contributorily negligent in consuming two "highballs" prior to the accident, since there was no evidence the Claimant was intoxicated or impaired, the evidence established that the State had notice of the deteriorated condition of the highway based on the State's engineers' testimony that they were aware of the "washboard" effect of the pavement, the State failed to either make repairs or erect a proper warning sign, and the condition was the proximate cause of the injuries.

DILLARD, J.

This cause comes on to be heard following the Commissioner's report.

Claimant, Edward J. Kirby, filed his complaint for personal injury against Respondent pursuant to section 8(d) of the Court of Claims Act (Ill. Rev. Stat. 1987, ch. 37, par. 439.8(d)).

Background

On May 30,1982, Claimant was riding his motorcycle with two companions southbound on Route 50 near Hobbie Avenue in Kankakee County, Illinois. Claimant testified that he was an experienced motorcyclist, but had never driven on the particular portion of the roadway in question prior to the date of the accident which gave rise to this cause of action. Claimant was proceeding southbound in the far left lane of Route 50 between 6:00 and 6:30 p.m. He observed a sign warning of an S-curve as he approached Hobbie Avenue. While negotiating the curve, Claimant stated he hit a series of ripples in the road surface and potholes. He testified he had not seen the potholes in the pavement prior to driving through them. Claimant further stated that the front wheel **of** his motorcycle began wobbling and that he hit a deep hole which caused him to lose control of the motorcycle, proceeding across the double yellow center line and into the path of oncoming traffic where he struck a car.

Claimant was transported to St. Mary's Hospital in Kankakee by ambulance where he was treated for bruises and lacerations to his face and arms and severe trauma to his left foot and leg. On June 7, 1982, Claimant's left foot and lower leg below the knee were amputated. Claimant was hospitalized for a period of two weeks. The Social Security Administration declared Claimant disabled for 15 months as a result of his injuries. Claimant received a prosthetic device approximately 18 months after the amputation. Claimant testified he had attempted to obtain employment but has not worked since the accident in 1982. He received his GED in 1987. In Claimant's Exhibit 1, admitted into evidence by stipulation of the parties, Claimant's

physician, Dr. Morris Lang, on April 15, 1983, stated that Claimant could eventually pursue a sedentary job with limited walking and standing requirements. Claimant testified that he can now walk about a mile while wearing his prosthesis without difficulty.

Claimant's total stipulated medical expenses are **$5,574.15.** All hospital expenses were paid by general assistance. Claimant seeks an award of $100,000 to include medical expenses, pain and suffering and inability to resume his former occupation as a truck driver and furniture mover.

Law

Claimant alleges Respondent negligently maintained the roadway despite actual and/or constructive notice of the existence of defects in the road surface and/or failed to erect warning signs or signals indicating the condition of the surface, which negligent acts and omissions proximately caused Claimant's injuries.

It is well established that while the State owes a duty of ordinary care in the maintenance of its highways, the State is not an insurer of persons traveling thereon. ***(Hollis v. State*** (1981), 35 Ill. Ct. Cl. 86, 88.) The State need only maintain its roads in a reasonably safe condition. "The burden is on Claimant to show that the State had actual or constructive notice of defects that cause injuries. The mere fact that a defective condition existed, if in fact it did exist, is not in and **of** itself sufficient to constitute an act of negligence on the part of the Respondent." ***Cotner v. State*** (1988), **40** Ill. Ct. Cl. 70, 72.

The Record

Respondent asserts that Claimant failed to demonstrate by a preponderance of the evidence that Re-

spondent negligently maintained the highway in question. The record reflects that a "State Improvement Report, Illinois Route 50, Section 140 W & RS Kankakee County" was prepared by Illinois Department of Transportation engineer Roger Wright in December 1980. The report included accident statistics for the intersection of Hobbie Avenue and Route 50 for the years 1974 to 1978. During that period, 93 accidents were reported with 36 injuries. Engineer Wright testified that he had made a speech at an information hearing on September 23, 1980, held to acquaint the public with an improvement project for the intersection of Hobbie Avenue and Route 50 in which he had stated that the intersection was "dangerous at best." The record also includes three articles from local newspapers regarding said hearing and referencing the dangerous intersection. Moreover, the improvement plan, which was subsequently funded and implemented, widened and straightened Route 50, signalized the intersection, and resurfaced the pavement to improve drainage.

Both the State engineer and field maintenance engineer Mulholland testified that their inspections did not disclose the existence of potholes or other surface problems serious enough to warrant immediate repair or warning signs. The maintenance engineer testified that although he traveled the road in question every day, he had seen no potholes. Mulholland alluded to a rippling effect in the pavement but stated he did not recall receiving any complaints regarding the condition of the roadway. He further had no recollection of receiving a copy of the accident report in this case which specifically included a notation by the investigating police officer that the road surface was in poor condition and dangerous for two-wheeled vehicles. Mulholland also stated his field officer did not keep copies of complaints.

He had no recollection of ever patching the area in question.

Claimant presented photographer Don Walpole who took photographs and movie film of the accident vicinity on June *24,* 1982, less than one month after the occurrence. The photographs and movie were admitted into evidence without objection by Respondent. Both **Mr.** Walpole's photos and movie and a photograph introduced by Respondent show evidence of cracks, ripples and potholes of varying size in the road surface.

Claimant also presented Dr. Ronald Ruhl, an engineering professor and accident reconstruction expert. Dr. Ruhl testified that upon the basis of his review of the photographs of the roadway, Claimant's motorcycle, the police report and the deposition testimony of Officer Sheehan, that Claimant's front wheel had "channelized" in a pothole causing Claimant to lose control of his motorcycle. Dr. Ruhl stated that the front wheel of the motorcycle had two distinct dents which were, in his opinion, caused by the impact with the pothole in the case of the smaller dent and the impact with the automobile in the case of the larger dent.

Officer Lynn Sheehan, a veteran officer with the City of Kankakee, was subpoenaed to testify by Claimant. Officer Sheehan testified of his personal knowledge of the poor condition of Route 50 and stated he is a motorcyclist. He was the investigating officer sent to the scene immediately after the accident. Officer Sheehan made a notation on his report stating: "This area of the road **is** in bad condition and is particularly bad for two-wheeled vehicles." Officer Sheehan's report was admitted into evidence. He stated that he felt a large pothole located in the seam of the two southbound lanes of the roadway caused the accident.

Officer Sheehan stated that he did not interview the Claimant at the scene as Claimant was in the care of paramedics and appeared unconscious. No occurrence witnesses appeared at the hearing. The officer's report indicates that the other driver and witnesses stated Claimant was not exceeding the posted speed limit of 30 m.p.h. No evidence was presented to disprove that Claimant was traveling the roadway legally.

Conclusion

Claimant's exhibits, coupled with the testimony of his witnesses, were persuasive in proving that the State had notice of the deteriorated condition of Route 50. The State's engineers' testimony demonstrated awareness of the "washboard" effect of the pavement caused by drainage problems and heavy traffic. The State had been aware of these problems for almost two years prior to the accident. These facts indicate that the State was negligent in its failure to either perform necessary repairs or erect proper signs warning the public of the rough road. The testimony of Claimant, Officer Sheehan and Dr. Ruhl is persuasive in ascertaining that the negligence of Respondent was the proximate cause of Claimant's injuries.

There is no evidence of contributory negligence on the part of Claimant. Respondent argues that Claimant's admission of drinking two "highballs" several hours prior to the accident should be considered contributory negligence. No evidence of impairment or intoxication was offered to substantiate this allegation.

Claimant's total stipulated medical bills are $5,574.15. As he was not employed at the time of the accident, lost wages, *per se*, were not included in Claimant's petition

for damages. Claimant has been unable to find employment since the accident and has experienced significant pain and suffering with the loss of his left leg.

Therefore, it is ordered, adjudged and decreed that Claimant is awarded $100,000 in full and complete satisfaction of this claim.

(No. 83-CC-1933—Claimant awarded $50,000.00.)

LANNY RUSSELL, **Claimant,** *v.* THE STATE OF ILLINOIS, **Respondent.**

Opinion filed June 8, 1990.

STRODEL, KINGERY & DURREE & ASSOCIATES (EDWARD R. DURREE, of counsel), for Claimant.

NEIL F. HARTIGAN, Attorney General (JAMES C. MAJORS, Assistant Attorney General, of counsel), for Respondent.

NEGLIGENCE—*Claimant's* **burden.** In a negligence action, the Claimant must prove by a preponderance of the evidence that the State had a duty to the Claimant, that the breach of that duty proximately caused the Claimant's injuries, and that the Claimant suffered damages.

COMPARATIVE NEGLIGENCE—*State* **has burden of proving contributory fault.** The common law doctrine of contributory negligence has been abolished in Illinois and a plaintiff is no longer required to prove freedom from contributory negligence, but the defendant, the State in a case brought in the Court of Claims, has the burden of pleading and proving contributory fault on the part of the Claimant.

NEGLIGENCE—*minors—not* **held** *to* **same standards as adults.** Under the law of Illinois, a minor is not held to the same standard as an adult, and in terms of ordinary care, a minor's conduct is examined by determining whether the minor comports himself or herself with the degree of care which a reasonably careful minor of the age, mental capacity and experience of the minor would use under similar circumstances.

SAME—open swim at *juvenile* **facility—diving Claimant struck other swimmer—severe injuries—luck of** *supervision—no* **contributory** *fault*—**award granted.** The Claimant was granted an award for the severe spinal

injuries he sustained when he was **14** years old and he was an inmate at a State juvenile facility, since the record showed that when the Claimant dived into a swimming pool at the facility during an open swim and struck another swimmer, the State was not supervising the pool operations within the parameters of the minimal standards of care that would govern the operation of similar pools at that time, the Claimant was not guilty of contributory fault, and his spinal injuries were severe and permanent.

DAMAGES—right to set-offs for medical bills not established. In an action where the Claimant was granted an award for the spinal injuries suffered in a swimming accident while the Claimant was an inmate of a juvenile facility, the State was not entitled to any set-offs based on payments made for the Claimant's medical bills, since the Claimant sought only a recovery for pain, suffering and permanent injury, and the State failed to prove that any of the Claimant's medical bills had been paid by the State.

RAUCCI, J.

On July **23,1982,** Claimant was **14** years old. On that day, he was a resident at the Department of Corrections, St. Charles facility. Claimant was there for the purposes **of** a court-ordered evaluation. He had been to the St. Charles facility swimming pool approximately 10 times prior to July **23, 1982.** Claimant testified that he had not received any instructions concerning the use of the pool at any time prior to the incident in question, other than the admonishment by a supervisor that there was to be no running.

Michael LaFever testified that prior to and on the date of the incident, he was a resident of the St. Charles facility. He testified he would have been at the swimming pool approximately 25 times prior to the incident involving the Claimant. On the date of the incident, a Mr. Anderson, one of only two supervisors in the pool area, instructed the residents that there was to be no running or jumping in the pool area. That was the only instruction given; no instructions were ever given to residents about there being a limited diving area or only being permitted to dive at the deep end of the pool or that there was to be no swimming and diving in the same

area. LaFever further testified that on July **23, 1982,** he observed people just jumping into the pool from all over and, further, that he saw people diving into the deep end of the swimming pool from the side of the pool at the same time that people were diving from the end of the pool. No supervisors ever told any of the residents that they should be more careful while they were in the deep end of the pool.

LaFever further testified that on occasions prior to July **23, 1982,** he had observed residents diving into the pool using the frame of an old diving board (the board had previously been removed). Further, he testified that on July ***23,*** **1982,** he saw residents diving from **that** frame, prior to Claimant's injury, and that the supervisor in the area was never heard to say that diving in that fashion was prohibited.

Claimant testified that prior to July **23,1982,** he had, while in the swimming pool area at the St. Charles facility, used the old diving board frame to dive into the pool. At no time prior to that date did he hear any supervisors tell any of the residents that they should not be diving off the old diving board frame.

Willie L. Mitchell was called to testify. He was presently employed by the Department of Corrections as a supervisor and was so employed on July **23, 1982.** On the date in question, Mr. Mitchell was responsible for supervising the activities which took place in the swimming pool, as well as the gymnasium area. He testified that at the time of Claimant's injury, the only rules that were enunciated to the residents were that there was to be no running, dunking or horseplay. He testified that at no time prior to the injuries suffered by Claimant were the residents told or warned about diving where there was swimming going on; further, the

residents were never told that diving was prohibited in the deep end. He further testified that the residents were never, prior to July **23,1982,** given a "check out" on their swimming skills or safety knowledge prior to their first being permitted to use the pool.

Mitchell further testified that prior to the time of Claimant's injury, he had had no specific or additional training in regard to pool supervision or safety. Mitchell was not a certified lifesaver from the Red Cross at the time of the occurrence in question, nor was Anderson, the only other supervisor present at this point, a lifeguard or certified in any fashion from the Red Cross for lifesaving.

Mitchell testified that on July **23, 1982,** there was no diving board in the pool area, but the old frame was still present and had not been roped off in any fashion. The only rules given to the Claimant and the other residents on the date of the occurrence would have been no running, horseplay or dunking. Otherwise, the residents, at that time, were allowed to swim at will. There were no other rules given to the residents orally at that time, and at the time of the occurrence at issue, the residents were allowed to swim wherever they wished, at will; further, the residents were permitted to dive into the pool anywhere they wished.

At the time of the occurrence in question, there were anywhere from **30** to **40** residents in the pool. LaFever testified that the only instructions that he had ever heard at any time prior to the incident involving Lanny Russell were that there was to be no running or jumping in the pool area. LaFever further testified that on the date of the incident in question, he had seen people diving into the deep end, prior to Claimant's injury, and that some of the residents were diving from

the side of the deep end while people were also diving from the actual end of the pool; he never heard Anderson admonish or advise people that they should not be doing that. LaFever also testified that in his experience, none of the supervisors ever administered any test to determine swimming ability of the people who got into the pool, nor did he hear them question any of the residents concerning their knowledge about diving safety.

Mitchell testified that he and Anderson were the only two supervisors in the pool area on July 23, **1982.** Mitchell knew Anderson was there, but did not know what he was doing at the time the Claimant suffered his injury.

The Claimant testified that on July **23,1982,** he went into the pool area with the other residents for a scheduled recreational period and swam for awhile, alternating swimming and resting. Another resident asked him if he wanted to race and they got out of the pool and went to the deep end of the pool by the diving platform. They stood to either side of the diving platform, and as he prepared to get into the water, the Claimant testified he placed his left foot on the frame of the old diving board, the diving platform, and dived into the water, whereupon he collided with another resident. The Claimant testified that he now believes that the resident whom he collided with was coming up out of the water as he was going in.

Michael LaFever testified that he observed the Claimant jump off the diving board frame and, while in the air, collide with another student who ran and dived into the pool from the left side of the pool. After the collision, he observed the Claimant go to the bottom of the pool. This took place at approximately 4:00 p.m. on July 23, **1982.**

Claimant testified that after the collision, he felt a tingling sensation and then realized he had no motor control. He was in the water, was pulled out and then lost consciousness.

LaFever testified he observed the Claimant floating near the bottom and dived down to get the Claimant and pulled him to the top. He testified that Anderson told him to get out of the water, but he ignored Anderson and went back down for the Claimant. He stated Anderson gave him a "write-up" for not getting out of the pool when Anderson told him to do so.

Claimant was initially taken to Geneva Community Hospital where an X-ray disclosed a dislocation of a cervical vertebra at C-3, C-4 level. Claimant had suffered a spinal cord injury (central cord syndrome) with a dislocation of C-3 and C-4. This resulted in quadriparesis.

Claimant was transferred to the Mercy Center for Health Care Services in Aurora, Illinois, after initial emergency room treatment in Geneva. He was treated by Dr. J. B. Mazur. The Claimant remained hospitalized at the Mercy Center from July 23, 1982, through September 1, 1982. While there, he was first placed in Gardner-Wells Tongs in an attempt to reduce the fracture without surgical intervention. Subsequently, on July 28, 1982, he underwent an anterior cervical interbody fusion with disectomy and bone grant from right iliac crest.

A subsequent surgery to allow drainage of the right hip region was necessitated on August 10, 1982, by reason of an infection in the iliac crest surgical site.

Claimant was, following surgery, placed on a physical therapy program. Initially, this process was

done at the Mercy Center Hospital in Aurora. Following release from that hospital on September **1, 1982,** he was seen on an outpatient basis at the Institute of Physical Medicine and Rehabilitation in Peoria, Illinois.

Claimant testified that he now experiences trouble or pain lying on his side while sleeping, as well as muscle spasms in, primarily, his right arm. He also notices that his right arm has a "falling asleep" sensation. He experiences significant pain in his neck region when he now engages in normal work-type activities (*i.e.*, doing mechanical work on automobiles).

According to Dr. Thomas Szymke, director of the Institute of Physical Medicine and Rehabilitation, the Claimant is probably displaying symptomology, at the present time, **of a** pinched nerve or an arthritic process at the fracture site, with pain referred into his arm. A worst-case scenario is that there is actual encroachment or narrowing of the spinal canal where the spinal cord transverses the fracture site. The medical problems complained of by Claimant are of a permanent nature according to the evidence.

In this action based on negligence, Claimant had the burden of proving by a preponderance of the evidence that the State was negligent and that the State's negligence was a proximate cause of Claimant's injury. Also, as with any tort claim, Claimant must establish a ***prima facie*** showing of a duty by the Respondent, breach of Respondent's duty proximately causing Claimant's injury, and damages as a result thereof. We find that Claimant has met his burden of proof.

The common law doctrine of contributory negligence was abolished in Illinois by the case of *Alvis v. Ribar* (1981), 85 Ill. 2d 1. A plaintiff need no longer

prove freedom from contributory negligence, rather, a defendant carries the burden of pleading and proving contributory fault on the part of a plaintiff/claimant.

"* * * As the appellate court correctly held, both logic and fairness dictate that the defendant, who stands to benefit from a showing that the plaintiff was negligent, should have the burden of persuading the trier of fact on that issue. (Citation omitted.)

It would be anomalous to require that the defendant allege the plaintiff's negligence but to place the burden of proof on that issue on the plaintiff." Casey *v. Baseden*, 111 Ill. 2d 341, 345-47.

Thus, in the cause herein, the Claimant did not need to prove freedom from any contributory negligence to establish a ***prima facie*** showing. The Respondent did not meet its burden in the case at bar. Here the evidence establishes Respondent's negligence and that the negligence was the cause of Claimant's permanent injury.

The evidence establishes that Claimant was 14 years old at the time of this occurrence and that on July 23, 1982, he participated in a free swim'recreational period at the St. Charles correctional facility. At that free swim, Respondent had two employees to supervise 30 to 40 boys in the pool area. One of the employees, Willie Mitchell, testified in this case.

Mitchell's testimony is significant. He establishes that neither he nor the other supervisor, Anderson, were trained in life safety or aquatic safety techniques at the time of this occurrence. Mitchell testified that the only rules given to the residents were that there should be no running, dunking or horseplay (and that was corroborated by the testimony of both Claimant and Michael LaFever) in the pool area. The students were allowed to swim at will and there were no admonitions given to the residents against diving and swimming in the same areas. By Mitchell's own testimony, the procedure

followed now is quite different. Now residents are warned against diving where there are swimmers and swimmers are first "checked out" on their swimming safety knowledge.

Claimant has affirmatively shown to this Court the necessary conduct regarding recreational pool safety and operation. Respondent failed to comply with required safety procedures.

Claimant presented Alan Caskey, Ph.D., as one-of two witnesses on the question of the duty of the Respondent. Dr. Caskey is well credentialed in his field; part of his background included having been stationed at the U.S. Disciplinary Barracks, Fort Leavenworth, Kansas, as the recreation and athletic director. Dr. Caskey conducted an on-site examination of the pool at the St. Charles youth facility prior to giving testimony in this case. Dr. Caskey, familiar with the basic standards applicable to the use and operation of a recreational pool of the type in service on July 23, 1982, at the St. Charles correctional facility, stated that: "When you do diving, it must be separated from swimming activities, it must be supervised by a lifeguard, and only one person is allowed to dive off of the apparatus, platform or deck area at a time."

After being given a hypothetical question incorporating all facts which were subsequently placed into evidence, Dr. Caskey testified that the facility in question was operated in an unsafe manner.

"Q. What specifically would be your opinion was unsafe in the circumstances as described to you?

A. One, because of the depth no diving is to be allowed. Two, when diving is allowed it needs to be supervised by a lifeguard. The lifeguard would only allow one person to dive at a time into the diving area, would make sure that the area is clear before the second person is allowed to dive.

The type of stanchion or the diving board is not a proper diving platform. The amount of instruction and training given to the individuals in that type of a setting is inappropriate."

Dr. Caskey also testified that the unsafe conditions he described were the proximate cause of Claimant's injury. Dr. Caskey indicated that these failures: the lack of trained supervisory personnel, the lack of initial evaluation/training of the residents, the allowance of random diving where swimming was going on, as well as the use of the old diving platform, all combined to cause Claimant's injury. Of significance, as noted by Caskey:

"Q. Does random diving in a swimming area increase the risk of physical harm?

A. When an individual dives into an area that could contain other individuals the probability of striking an individual either above, at or below the water surface is greatly increased.

Q. Does your opinion incorporate any factors relating to the use of the—excuse me—the combined use of a pool for diving and swimming?

A. Well, all of the regulations and guidelines basically separate diving from swimming areas.

Q. And why is that?

A. Because of the historical amount of accidents and injuries that have been incurred when people have collided with or divers have collided with swimmers in a random diving in a swimming area."

Claimant also called William Sissel to testify. Sissel has had a lifetime of experience in the management and operation of recreational swimming pools. Sissel clearly stated that it was the obligation of **an** operation such as Respondent's of this type of recreational pool to prohibit combined swimming and diving in the same area. He also believed that the pool in question, at the time of Claimant's injury, was inappropriately supervised and that basic precautions such as warnings about swimming in a diving area and no diving being permitted off the side of the pool, were not given.

"The American Red Cross, which I base most of my working knowledge of the safety aspect of running a pool, clearly states that no one should be allowed to swim in a diving area and only diving should occur in this area. And after the dive then the individual should have a proper exit so as not to cross or impede someone else that may be entering the pool.

* * * I believe through previous managing, previous classes and standards set forth to me, that the pool was improperly supervised that day at best; the main reason for the lack of authorized certified personnel. I don't believe anyone had a certified water safety instructor's card or anyone was certified to be a lifeguard.

I think precautions should have been taken. * * * To read or to instruct the participants on the proper use of a pool. * * * In this case, no diving off the side of the pool, no swimming in the diving area. I think a test probably should have been given to ensure the swimming ability of those that are going to use the facility."

It was Sissel's opinion that the pool at the St. Charles facility on July 23,1982, was being operated in a fashion that did not meet acceptable standards and that those failures, those breaches of the Respondent's duty, were a proximate cause of Claimant's injury.

Both Caskey and Sissel agree that the old diving frame was an unsafe piece of equipment that should not have been available for use by the residents. As Sissel noted:

"Q. And what in your opinion, based upon reasonable standards that would govern the operators of such a pool, should be done with that type of piece of equipment?

A. Ideally should have been removed. It becomes what we would classify in physical education as an attractive nuisance.

Q. Explain that, please.

A. Something that is in itself inviting; something that kids * * * children would climb on, would try to use. And at best, instructions should have been given to these students to stay clear of this.

It would have been more appropriate to rope it off if it couldn't be removed, to mark it in such a fashion and to explain to the participants that this was indeed a broken piece of equipment that, at best, was unsafe."

The Claimant's evidence on the question of Respondent's negligence and that negligence being a cause or causing, in fact, Claimant's injury is, essentially, unrefuted. There is no testimony or evidence in the

record to contradict the evidence put before this Court by Alan Caskey and William Sissel. Furthermore, the testimony of the occurrence by witnesses clearly establishes the Respondent's failure to conduct the pool operations within the parameters ,of the minimal standards of care that would govern the operation of like or similar pools in 1982. Respondent's own pool supervisor established, against Respondent's interest, Respondent's failure to do those things which a reasonable prudent pool operator would do under like and similar circumstances.

The evidence concerning the injury to the Claimant is also unrefuted. As previously noted, Claimant suffered a dislocation of his cervical vertebra with an attendant spinal cord injury (a central cord syndrome). This necessitated, initially, use of Gardner-Wells Tongs on July 23, 1982, in an effort to reduce the fracture without requiring surgery. Subsequently, on July 28, 1982, an anterior cervical interbody fusion of C3-C4 with disectomy and bone graft from the right iliac crest was performed. Claimant underwent subsequent incision and drainage of the right iliac crest hip region for infection that developed, post-surgically. This was done on August 10,1982.

Claimant was kept in the Mercy Center Hospital until September 1, 1982. During a great deal of that time following the surgery he was involved in an intensive physical therapy program. He was subsequently followed on an out-patient basis at the Institute of Physical Medicine and Rehabilitation in Peoria, Illinois, after his discharge from the Aurora hospital.

It is evident that Claimant suffered a great deal of pain and anguish during the period of time from his initial injury until his release from the Mercy Center

Hospital. Initially suffering from quadriparesis, he subsequently gained the use of his limbs after undergoing intense physical therapy. The physical therapy records clearly reflect the severity of Claimant's discomfort during this period of time. As previously noted, Claimant underwent a subsequent surgery to reduce infection at the right iliac crest donor site: that this was extremely painful is also clearly reflected in the records of Claimant's hospitalization.

The Claimant continued to improve and, at the time of trial, indicated he had sporadic pain in his neck with normal activity, as well as periodic episodes of spasm or tingling in his right arm region.

Dr. Szymke, who testified at trial, is the director of the Institute of Physical Medicine and Rehabilitation in Peoria, Illinois. He has stated that Claimant's current complaints are compatible with the type of injury and subsequent surgical procedure that Claimant suffered through. He further testified that Claimant's current problems are indicative of, at least, long term permanent arthritic involvement at the fracture site, if not actual encroachment of the spinal canal itself. The latter would necessitate eventual surgical treatment.

At the time of the occurrence in question, the Claimant was 14 years old. As noted hereinabove, Respondent has the burden of proving any contributory fault on the part of the Claimant. Respondent has failed to do that entirely.

The law in the State of Illinois is clear: a minor is not held to the same standard of conduct as an adult. In terms of ordinary care, a minor's conduct is examined by answering whether he comports himself with the degree of care which a reasonably careful minor of the age,

mental capacity and experience of the minor would use under circumstances similar to those shown by the evidence. See Illinois Pattern Jury Instructions, Civil, No. 10.05; *King v. Casaad*, 122 Ill. App. 3d 566.

There has been no affirmative showing on behalf of the Respondent that there was any contributory fault on the part of the Claimant; conversely, there has been an affirmative showing, by Claimant's evidence, that there was no contributory fault on his part at the time of his injury.

Claimant's injuries were severe. The surgical procedures necessitated to correct his injury have resulted in a fusion of the cervical vertebra at the site of the fracture along with excision of a portion of the intervertebral disk at that location. Claimant bears not only the physical scars of that procedure, but the mental scars as well. He will never be free from the residuals of the injury that he suffered as a result of Respondent's negligence.

The Claimant does not seek recovery of any medical bills in this action. This action was brought for the pain, suffering and permanent injury to Claimant. The Respondent should not be entitled to set-offs for medical bills. Even if the Respondent were to receive set-offs for medical services to Claimant, Respondent failed to prove that any of Claimant's medical bills had been paid by the State. The record is bereft of any such evidence of such a payment by the Respondent.

Claimant has met his burden of proof. Respondent has not. The preponderance of the evidence in this case clearly favors the Claimant. Respondent's negligence resulted in Claimant's injury.

It is therefore ordered, adjudged and decreed that

the Claimant be awarded the sum of fifty thousand dollars *($50,000.00)*in full settlement of this claim.

(Nos. 83-CC-2353, 83-CC-2354, 83-CC-2355 cons—Claims dismissed.)

CAPITOL CLAIM SERVICE, INC., as Assignee or Agent for S. B. Rawls Mortuary et *al.*, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

***Opinion filed February* 25,1988.**

SAMUEL J. CAHNMAN, for Claimant.

JAMES RADAR, for Respondent.

PUBLIC AID CODE—***funerals—public aid recipients—state's obligation.*** Pursuant to the Public Aid Code, the funeral expenses of a public aid recipient will be paid by the Department of Public Aid if the deceased's estate is insufficient to pay those expenses, and there are no other resources available for that purpose.

SAME—funeral expenses of public aid recipients—other resources must be exhausted. The policy of the Department of Public Aid applicable to the payment of the funeral expenses of public aid recipients is analogous to the Court of Claims' requirement that all administrative and other sources of recovery must be exhausted before any State liability can be determined by the Court, since the Department requires that all of the deceased's resources be exhausted, up to certain limits, before the Department will assume responsibility.

SAME—funeral expenses—proper claim forms required—vendor must be qualified—invoice must be timely. The Department of Public Aid will pay the funeral expenses of recipients of public aid under certain circumstances, but pursuant to the Department's rules and regulations, proper claim forms are required, the vendors requesting payment must be properly qualified to render the funeral services, the invoices must be received by the Department within 180 days following the decedent's death, and any claim made in the Court of Claims must be filed within one year of the Department's initial disallowance.

SAME—funeral expenses—public aid recipients—vendors failed to comply with Department of Public Aids requirements—claims denied. In an action involving the consolidation of many claims for the funeral expenses of public aid recipients, each of the claims was dismissed with prejudice where the evidence disclosed that the vendors were not properly licensed to perform the services, or they failed to comply with the Department's statutory and regulatory requirements by either failing to use the proper

claims form, failing to exhaust other sources available to pay the expenses, failing to bill or rebill for their services within the required time, or failing to file a timely claim with the Court of Claims.

PATCHETT, J.

These three consolidated causes are before the Court on Respondent's motion to dismiss, filed in April 1986. Due notice having been given, and the Court, being fully advised, finds as follows:

The three actions present common issues of law and fact, relating to vendor-payment claims, filed pursuant to section 11—13 of the Public Aid Code (Ill. Rev. Stat., ch. 23, par. 11—13), by Capitol Claims Service, Inc., as assignee of accounts-receivable of certain funeral home and cemetery vendors. Together, these actions present 25 accounts, each for funeral or burial services (and related goods) furnished in behalf of persons who, at the time of their deaths, were public aid recipients. The Illinois Department of Public Aid (IDPA), in its departmental report filed herein pursuant to sections 790.100 and 790.140 of the rules of this Court (74 Ill. Adm. Code 790.100, 790.140) denies all payment liability with respect to these 25 accounts.

The Public Aid Code includes certain provisions, *e.g.*, sections 3—8, 5—12, 6—6 and 7—5, relating to Respondent's, and IDPA's, obligation to provide funerals, burial space and interment for deceased IDPA recipients. (Ill. Rev. Stat. 1979, ch. 23, pars. 3—8, 5—12, 6—6, 7—5.) Section 5—12 is an example of such provisions:

"Funeral and Burial. Upon the death of a recipient * * *, if his estate is insufficient to pay his funeral and burial expenses and if no other resources, including assistance from legally responsible relatives, are available for such purposes, there shall be paid, in accordance with the standards, rules and regulations of the Illinois Department, such reasonable amounts as may be necessary to meet costs of the funeral, burial space, and cemetery charges, or to reimburse any person not financially responsible for the deceased who have voluntarily made expenditures for such costs."

In its report, IDPA emphasizes that Respondent's payment obligations are contingent, in each instance, upon the vendor's complying with the Department's "standards, rules and regulations" and the other conditions referred to in the statutes. This opinion addresses the merits of these vendors' 25 accounts, and the extent of the vendors' compliance with such statutory and regulatory requirements. In considering these accounts, we refer to them by use of the account numbers assigned by IDPA in its March 5, 1986, report.

Required Exhaustion Of Third-party Resources

As previously noted, IDPA's payment obligation for funeral and burial expenses is contingent, under applicable statutes, upon a determination by the Department that "no other resources, including assistance from legally responsible relatives, are available" to pay such expenses. (Ill. Rev. Stat. 1979, ch. 23, par. 5—12.) When such resources exist, IDPA Rules 117.53 and 117.54 require that reductions be made against vendors' charges (subject to "maximum allowable" charges established in section 117.50) for the value of decedent's assets, available resources including both insurance proceeds and any other anticipated death benefits available to the estate, and amounts paid or arranged to be paid by the decedent's legally responsible relatives. (89 Ill. Adm. Code 117.53, 117.54; formerly Rule 7.13). The resulting policy is analogous to the requirement of this Court in section 25 of the Court of Claims Act (Ill. Rev. Stat., ch. 37, par. 439.24—5) and section 790.60 of the rules of this Court (74 Ill. Adm. Code 790.60), that all administrative remedies and sources of recovery be exhausted before any State liability can be determined to exist. *Boe v. State* (1984), 37 Ill. Ct. Cl. 72; *Lyons v. State* (1981), 34 Ill. Ct. Cl. 268.

IDPA identifies five accounts (nos. 17, 18, 19, 20 and 21 as listed in its departmental report) for which it had denied payment liability due to the availability of life insurance on the decedents' lives, the proceeds of which were in excess of the maximum allowable amounts otherwise available (under IDPA Rule 117.50) under the Department's allowance for funeral and burial expenses of deceased public aid recipients. In each instance, the insurance policy or policies would have produced benefit payments sufficient to pay the charges as submitted by the funeral home and cemetery vendors to IDPA.

In five instances, account nos. 14, 20, 21, 22 and 25, IDPA made payment to the vendors in amounts less than their charges, as a result of having reduced such charges by the amount of a lump-sum death benefit which the decedents' estates were entitled to receive under the Federal Social Security Act. In another instance, account no. 13, the decedent had been a nursing home resident and had left a personal fund trust account balance with the nursing home which, when combined with IDPA's payment, would equal the vendors' charges for the decedent's funeral and burial.

With respect to account 9, a person (other than a legally responsible relative of the decedent) had filed a claim with IDPA for reimbursement for funds expended by that person for the costs of the decedent's funeral and burial, pursuant to IDPA Rule 117.54 (89 Ill. Adm. Code 117.54). The vendor was so notified by IDPA, and did not thereafter pursue payment from the Department. In another case (account 11), the same vendor invoiced its entire charge to IDPA, without crediting the payment which it had received from the decedent's legally responsible relative. IDPA rejected its claim for that

reason in July 1982, and the vendor failed thereafter to submit a corrected bill of its charges within the time permitted by IDPA Rule 117.55(c)(2) (89 Ill. Adm. Code 117.55(c)(2), formerly Rule 7.13). The vendor had been paid in full for account 5, over two months prior to the filing of the claim in No. 83-CC-2353.

In each case where existing resources were available (nos. 13, 14, 17, 18, 19, 20, 21, 22 and 25), such resources were sufficient, alone or when combined with IDPA's payments, to make available the maximum allowable amounts authorized by IDPA's program.

Proper Claim-Form Preparation

Funeral home, cemetery and other vendors are instructed to invoice their funeral and burial claims to IDPA, using Department invoices (here, form DPA 29) designed specifically for that purpose. In doing so, they are to complete the claim form in accordance with instructions appearing on the reverse side of the form. Accounts 1, 4, 6, 7, 12 through 15, and 16 (no claim was ever received by IDPA for the latter account) are among the examples cited by the Department of claim forms not prepared by the vendors in compliance with such instructions.

These instructions require the vendor who actually rendered the services to be identified by name, address and Federal employer identification number, and for such vendor to sign and date the claim form being submitted. Vendors are not free to disregard these instructions by omitting required entries on the form, by substituting as vendor the name of a person or firm who did not render the service, or otherwise by failing clearly to identify the person or firm who actually rendered the service and is entitled to payment for it. Each entry is to

be completed as instructed, so that Respondent's officials may be assured that the proper vendor will be paid for that vendor's services.

Details of these vendors' departures from the instructions are noted in IDPA's report. For example, the purported assignments of ownership of these accounts could have been accomplished by a separate document submitted with the claim, and did not excuse the preparer from fully identifying the vendor on the form itself, in compliance with related instructions. As to each of the nine accounts referenced above, we find that the vendors failed to comply with such instructions and IDPA Rule **117.55.**

Vendor Disqualified From Rendering Services

IDPA denies all liability for the funeral and embalming services as represented in accounts 1 through 8 (except account ***5*** which was paid), because the vendor's licenses to perform such survices had been suspended for cause, effective July 21, 1982, pursuant to sections **1—14** and **2—10** of the Funeral Directors and Embalmers Licensing Act of **1935** (Ill. Rev. Stat. **1981,** ch. **111,** pars. **2813,** 2824). All of these services, as invoiced, were performed during the six-month period when this vendor's licenses were under suspension. The vendor was thus prohibited by law from engaging in the occupations of funeral directing and embalming during this period.

The Court agrees with the Department's refusal of payment for these services, and finds the denial of liability to be mandated by law. Respondent's suspension of the vendor's licenses meant that he had no certificate of State registration to engage in these occupations during the suspension period. His continued

practice of such activities without State authority was thus unlawful. (Ill. Rev. Stat. 1981, ch. 111, pars. 2803, 2816.) Moreover, the vendor, having failed to comply with licensing requirements applicable to his occupations, may not maintain an action for payment of his services rendered while his licenses were under suspension. ***Tovar v. Paxton Community Memorial Hospital*** (1975), 29 Ill. App. 3d 218,330 N.E.2d 247.

Noncompliance With IDPA's Invoicing Deadlines

IDPA Rule 117.55 (89 Ill. Adm. Code 117.55) requires that vendors' funeral and burial claims be received by the Department within **180** days following a decedent's death in order to be entitled to payment consideration. IDPA denies liability as to accounts 1, 10, 16, 23 and ***24,*** by reason of the vendors' failures to comply with this invoicing deadline. Account 23 involves funeral services performed in 1974 and account 24 presents a claim for 1975 funeral services. Yet the vendor's Court complaint allegations indicate that these two accounts were first invoiced to IDPA in 1982.

IDPA Rule 117.55 also provides that, for payment consideration, the rebill invoice of a previously invoiced account must be received within 90 days after the vendor's initial invoice was disallowed and returned for correction or completion. IDPA denies liability as to accounts 9, 10, 11, 12, 15, 16, and 18 through ***22,*** due to vendors' failures to comply with this rebill deadline.

Section 11—13 of the Public Aid Code (Ill. Rev. Stat. 1983, ch. 23, par. 11—13) provides that a vendor's right to a vendor payment may be "limited by [IDPA's] regulations." We have previously recognized such limitations. See, *e.g.*, ***Riverside Medical Center v. State*** (1986), 39 Ill. Ct. Cl. 301, and the decisions therein

referred to, as they relate to the initial invoice and rebill deadlines imposed by IDPA's rules upon another category of vendors. We find that Rule 117.55's deadlines, applicable to funeral and burial vendors' claims in behalf of deceased public aid recipients, are entitled to similar recognition and enforcement. And we find that IDPA was correct in refusing payment to those vendors whose accounts are identified as nos. 1, 9, 10, 11, 12, 15, 16, and 18 through 24.

Court Actions Barred by Section 439.22s Time Limitation

Section 11—13 of the Public Aid Code also imposes limits on the time within which those seeking vendor payments must commence their actions before this Court, in order to avoid the one-year bar provided for in section 22 of the Court of Claims Act. (Ill. Rev. Stat., ch. 37, par. 439.22; *Methodist Medical Center v. State* (1983), 35 Ill. Ct. Cl. 871, 872.) IDPA contends that vendor Rawls Mortuary's actions on account nos. 10 and 12 (a part of No. 83-CC-2353) were barred by this statutory limitation.

The dates pertinent to these accounts are as follows:

Account/ Dates of Service	Date of IDPA's written notice to vendor, refusing payment of initial invoice-claim
10. for decedent-recipient Retic DOS: October 15,1980	June 24,1981
12. for decedent-recipient Smith DOS: June 26,1980	October 21,1980

The Court claim which included these accounts was not commenced until May 16, 1983, more than one year following IDPA's initial disallowance of the vendor's administrative claims.

At the time No. 83-CC-2353 was filed, section 11—13 of the Public Aid Code provided as follows:

"[v]endors seeking to enforce obligations of * * * [IDPA] for goods or services (1) furnished to or in behalf of recipients and (2) subject to a vendor payment as defined in Section 2—5, shall commence their actions * * * within one year next after the cause of action accrued." (Ill. **Rev. Stat. 1983, ch. 23, par. 11—13.)**

A vendor's cause of action accrued upon IDPA's written notification to him that his claim (invoice seeking an administrative payment) had been disallowed for payment by the Department. The date of IDPA's notice, the accrual date, initiated the running of the one-year limitation period during which the vendor was obligated to commence his Court action in respect to the previously invoiced services. Such accrual did not preclude the vendor from correcting his prior invoice errors or omissions by preparing a rebill invoice to IDPA within the time permitted by subsection (c)(2) of IDPA Rule 117.55; however, it is IDPA's position that the running of the one-year limitation period was not suspended, nor was the period extended in duration, as a result of the vendor's submittal of one or more rebill invoices.

Upon applying these statutory limitations to the accounts here challenged, the Court finds that the Court action had already been barred as to each of these two accounts when it was filed on May 16, **1983.** In each instance, the vendor commenced his Court action more than one year following the respective dates on which IDPA had given written notice of its refusal to pay his administrative claims.

It is therefore hereby ordered that Respondent's motion to dismiss each of the accounts presented in Nos. 83-CC-2353, 83-CC-2354 and 83-CC-2355, on the grounds as addressed above in this opinion, is hereby

granted and said 25 accounts are each hereby dismissed with prejudice.

(No. 83-CC-2822—Claimants awarded $79,750.00.)

SILVIO GIOVANETTO, MARGARET GIOVANETTO and NELLIE KRUEGER, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed May *11,1989.*

Opinion filed May *30, 1990.*

LAMBRUSCHI, YOUNG & ASSOCIATES (KEITH L. YOUNG, of counsel), for Claimants.

NEIL F. HARTIGAN, Attorney General (DANIEL BRENNAN, Assistant Attorney General, of counsel), for Respondent.

STIPULATIONS—*fall at State Park—joint stipulation—award granted.* Based on a joint stipulation, the Claimant was granted an award for the personal injuries she sustained when she fell through a railing at a concession stand maintained by the State at a State park.

DAMAGES—*categories of damages.* In evaluating the damages to be awarded in a personal injury action, the Court of Claims must consider the Claimant's medical expenses, lost income, pain and suffering and disability.

STATE PARKS AND RECREATION AREAS—fall through railing at concession stand—liability admitted—damages awarded. In an action where the State admitted liability for personal injuries sustained when the Claimants fell through a railing at a concession stand maintained by the State at a State park, one Claimant was awarded $1,250 for the facial injury and small scar on his face resulting from the fall, but the other Claimant was awarded $75,000, since the back injuries she sustained significantly changed her life and they were of such a nature as to cause her considerable amounts of pain and suffering.

OPINION

RAUCCI, J.

This matter comes before the Court upon the joint stipulation of the parties hereto. This claim sounds in tort

and is brought pursuant to section 8(d) of the Court of Claims Act (Ill. Rev. Stat. 1981, ch. 37, par. 439.8(d)).

Claimant, Nellie Krueger, sustained bodily injuries when she fell through a railing at a concession stand maintained by the Department of Conservation at Matthiessen State Park in La Salle County, Illinois.

We note that the parties hereto have agreed to a settlement of this claim, and that Respondent agrees to the entry of an award in favor of Claimants in the amount of three thousand five hundred dollars ($3,500.00).

Based on the foregoing, Claimant, Nellie Krueger, is hereby awarded the sum of three thousand five hundred dollars ($3,500.00) in full and final satisfaction of these claims.

OPINION

RAUCCI, J.

On October 3, 1982, the Claimants Silvio and Margaret Giovanetto were with friends at the Matthiessen State Park. The Giovanettos, along with five other couples, were spending the day at the park, which has hiking trails and forest preserves. In the early afternoon, the group decided to take a break and get some refreshments at the concession stand. The Claimants and their friends had purchased their drinks and were leaning against a railing which fenced off a pedestrian area, and below which was the beginning of a ravine. The railing broke and the Claimants fell off the walkway and were injured. Claimants' exhibits include photographs of the area where the Claimants fell and were injured. Respondent has admitted its liability to the

Claimants. The only issue presented here is the amount of compensation to be awarded to the Claimants.

Silvio Giovanetto suffered a facial injury and a very small scar on his face as a result of his fall. He was treated and released from an emergency room on the date of the incident and there is no medical evidence to connect any other injuries with the fall on October **3, 1982.** An award of **$1,250** will be granted to him.

The injuries of Margaret Giovanetto, however, present a significantly different situation. Mrs. Giovanetto was 50 years old at the time of this incident and there is no evidence in the record to suggest that she was in anything but good health on the date of the accident. Through her testimony and that of her husband she established that she was very active up until the date of this incident. She worked at a physically demanding job, accompanied her husband on over-the-road trips on occasion and did numerous household chores. The injuries Mrs. Giovanetto suffered in the fall changed all of that. She was diagnosed at the hospital as having suffered displaced fractures of the transverse processes at **L1**, **L2, L3, L4** and **L8,** and a displaced fracture at **L2.** The transverse process is a part of the spinal column which projects laterally from the spine and serves for muscle attachment. The fracture of these can cause loss of control of the muscle and, therefore, control of the spine. She was hospitalized for 10 days after the fall for the purpose of continual bedrest. The Claimant's ability to move and bend was significantly reduced as a result of these fractures. Subsequent to her hospitalization, Mrs. Giovanetto continued treatment with an orthopedic doctor for approximately three years who eventually recommended that she be evaluated **by** a pain clinic. In addition to the fractures which she suffered, the Claim-

ant also suffered the aggravation of a preexisting cervical condition which caused her a certain amount of pain and disability.

Mrs. Giovanetto did, in fact, return to work eventually but found that her ability to work had been greatly affected by the injuries she had suffered. She had been a school bus driver for some time prior to the accident and eventually quit driving the school bus primarily because of her injuries. For a period of three months after the accident she wore what is commonly referred to as a "jewet brace." This brace which she wore continually, except for periods of sleep, was replaced by a corset which she wore for another three months and subsequent to that as often as her pain dictated. She last wore the brace in **1984.** Mrs. Giovanetto engaged in traction, heat treatments and therapy when her orthopedic doctor recommended such, bought a waterbed which was supposed to help relieve her pain, and significantly reduced all of her household activities as a result of her continuing back problems. In addition, she ended her trips with her husband because of the problems traveling over the road caused to her back. At the present time, Mrs. Giovanetto's primary physical activity is walking. She has not resumed her household activities. It was her husband's observation that her condition has not improved in any significant fashion since the period of time shortly after the accident. Mrs. Giovanetto was 50 years old at the time of the accident. It has been eight years since the incident and government statistics suggest that she will live approximately **20** years. The issue *to* be determined here is the compensation to be awarded to Mrs. Giovanetto for the period of eight years since the accident and a reasonable sum for the period of time which **Mrs.** Giovanetto will likely live with these injuries.

In evaluating the damages to be awarded, this Court must consider the following categories of damages: medical expenses, lost income, pain and suffering, and disability. Claimant has sufficiently demonstrated by the evidence that her life has been significantly changed for the worse as a result of the injuries she suffered, that the injuries were of such a nature as to cause her considerable amounts of pain and suffering, and that her lifestyle has been limited by these injuries. We find that she should be awarded *$75,000.*

It is ordered, adjudged and decreed:

1. Claimant Silvio Giovanetto be and he is hereby awarded **$1,250** in full and complete satisfaction of his claim.

2. Claimant Margaret Giovanetto be and she is hereby awarded **$75,000** in full and complete satisfaction of her claim.

(No. **84-CC-0226—Claim denied.)**

ROBERT BAKER and CAROL BAKER, Claimants, u. THE STATE OF ILLINOIS, Respondent.

Opinion filed July *28,1989.*

SORLING, NORTHRUP, HANNA, CULLEN & COCHRAN, LTD. (PATRICK **V.** REILLY, of counsel), for Claimants.

NEIL F. HARTIGAN, Attorney General (CLAIRE GIBSON, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—*State not* **insurer *of* condition of highways. Although the State of Illinois is not an insurer of the condition of its highways, it does have a duty to use reasonable care in maintaining the roads under its control, and the exercise** of **reasonable care requires the State to keep its highways**

reasonably safe so that defective and dangerous conditions likely to injure persons lawfully on the highways will not exist.

SAME—***dangerous condition defined.*** For purposes of an action alleging injuries caused by a highway's dangerously defective condition, the Claimant must establish that the highway was in a condition unfit for the purpose for which it was intended.

SAME—*defective* ***highway—State must be shown to have had notice.*** In an action alleging injuries caused by the defective condition of a highway, the State will not be held liable unless there is a showing that the State had actual or constructive notice of the condition and permitted the condition to exist without giving a warning to the motoring public.

SAME—gravel on exit ramp—motorcycle accident—State not shown to have had notice—claims denied. Pursuant to a joint stipulation concerning the facts surrounding a motorcycle accident which was allegedly caused by an accumulation of gravel on an exit ramp of a highway, the Claimant was denied any recovery for the personal injuries he suffered and his then wife was denied any recovery for the loss of consortium, since there was no evidence that the State had notice of any allegedly dangerous condition of debris on the highway, and, in fact, two State witnesses who traveled the exit ramp on a daily basis looking for debris indicated that they could not remember seeing an accumulation of gravel on the ramp.

MONTANA, C.J.

This claim arises out of a motorcycle accident which occurred on August *7*, **1981,** involving Claimant Robert Baker. Mr. Baker alleges Respondent was negligent in its care and maintenance of the exit ramp on Interstate 70 near Route **51** in Fayette County, Illinois, in that it allowed objects to accumulate on the exit ramp and that he was injured as a direct result of this negligence. Claimant Carol Baker, who was at that time the wife of Robert Baker, seeks compensation for loss of consortium.

The evidence in the case consists of the following: a joint stipulation filed October **2,1985,** a joint stipulation of September **19,1985,** labeled Joint Exhibit **1,** transcript of proceedings of September **19, 1985,** before the Commissioner, the deposition of Robert Baker taken

September 12,1985, the deposition of Dalton Alexander taken November 13, 1984, the deposition of Norman Hagy taken November 13, 1984, Claimant's Exhibit A dated September 19, 1985, Claimant's Exhibit A-1 dated September 9,1985, and Exhibit B (five pictures).

The Claimants waived the right to file a brief and notified the Commissioner that they would also not file a reply brief. Respondent has filed a brief and the Commissioner has duly filed his report.

The parties have stipulated in Joint Exhibit 1 that on August 7,1981, Robert Baker had a one vehicle accident on the Interstate Route 70 exit ramp, eastbound onto U.S. Route 51 in Fayette County, Illinois. The State of Illinois was responsible for the maintenance of this particular roadway. Robert Baker was injured in the accident and received treatment at several hospitals. The hospital bills have all been paid by a collateral source. Robert Baker was married to Carol Baker at the time of the accident, but they divorced approximately four months after the accident.

The parties also stipulated that Robert Baker received an open shaft fracture of his right femur. He had surgery in September of 1981. A Kuntscher rod was placed into the right femoral shaft for fixation. The fracture healed. In 1983 the rod was removed. He also had injuries to his left ankle, left thigh, abrasions on the chest and right flank, burn abrasions of the right shoulder, deep lacerations of the elbow, a dislocation of the first metacarpal joint and dislocation of the trapezium bone of the left hand and lacerations and a deep penetrating wound of the left thigh. He required substantial medical treatment, including surgery. Mr. Baker had considerable pain and was unemployable at the time he was discharged from the hospital on

September 28, 1981. Exhibits A and A1 indicate the extensive medical treatments and billings.

Mr. Baker's testimony indicates he had driven the motorcycle from Missouri and had been riding for about two hours before the accident. He had driven this motorcycle before and had some experience riding other motorcycles. His friends were about 150 yards behind him in a car. As he approached the ramp it was clear. As he got into the curve, he saw gravel from the left side to the right side and it was very thick all over the roadway. It was not in mounds, but was thick enough to cover the roadway completely. He was only five feet away from the gravel when he saw it. He was in the center of the road and was only going **30** miles per hour. As soon as he hit the gravel the back tire skidded as he tried to slow down. He lost control and started going left off the road. He did not lose consciousness, but remembers little else. He does remember the gravel was grayish as if it was dirty and had been there for some time.

As to his injuries, Mr. Baker testified he had a broken right femur where a steel rod was inserted from the hip to the kneecap, a left thumb that had been turned completely around, two deep lacerations on each thigh where muscle was removed, an exposed elbow, and a badly sprained left ankle. He still had pain in the legs, hip and thumb as of September of 1985. After the accident, he was on crutches for six months. He was out of work for about 15 months and received unemployment or disability payments for only **26** weeks during that time. The payments were $120 per week. The Army and Blue Cross/Blue Shield paid all of his medical bills.

Mr. Baker also testified that Claimant Carol Baker

had refused to pick him up from the hospital and only visited him once in the hospital to tell him she was starting divorce procedures.

Norman Hagy testified he worked for the Department of Transportation (DOT) in August of 1981. He was a lead worker in Fayette County, Illinois. Part of his job was road patrol and debris cleanup to see that no debris is on a highway. If there was debris that he saw, he would have it removed. He drove the exit ramp in question on almost a daily basis in August of 1981. Some days he would drive over the ramp four or five times. He was aware of no reports of debris on the exit ramp in August of 1981. He did identify what possibly could be rock off the roadway in some of the pictures.

Dalton Alexander testified that he too worked for DOT in August of 1981. His work was exactly like Mr. Hagy's work. As part of his work he oversaw road patrol and cleanup on the exit ramp in issue in this case. He drove the ramp up to six times a day. If he had seen crushed rock on the ramp, he would have called a crew in to get it off. He had seen rock on the different roadways he patrolled which had fallen out of trucks or been knocked on the roadway from accidents. He would remove crushed rock from the shoulder if he saw it. He does not remember ever sweeping any crushed rock off this exit ramp.

The four pictures known as Exhibit B show the exit ramp in question. There appears to be some rock off the roadway and at the far end of the shoulder and onto the grass. The roadway appears clear. The parties stipulated that these pictures show the exit ramp in substantially the same condition as on the date of the accident.

The State of Illinois is not an insurer of the condition

of its highways under its maintenance and control, but it does have a duty to use reasonable care in maintaining roads under its control. ***(Ohms v. State*** **(1975),** ***30*** Ill. Ct. Cl. **410.)** The exercise of reasonable care requires the State to keep its highways reasonably safe. It is the duty of the State to maintain its highways so that defective and dangerous conditions likely to injure persons lawfully on the highways shall not exist. (***Moldenhauer v. State*** **(1978),** ***32*** Ill. Ct. Cl. **514.)** To be in a dangerously defective condition, the highway must be in a condition unfit for the purpose it was intended. ***(Allen v. State*** (1984), ***36*** Ill. Ct. Cl. 24.) To be held liable for negligence, the State must have actual or constructive notice of a dangerous condition and permit the dangerous condition to exist without warning to the motoring public. ***Clark v. State*** **(1974),** ***30*** Ill. Ct. Cl. **32.**

A case similar to this one is ***Wagner v. State*** **(1978),** ***32*** Ill. Ct. Cl. 50. In ***Wagner,*** an experienced motorcycle driver was killed in an accident on an exit ramp. The Claimant alleged that the State was negligent for allowing gravel to accumulate on the exit ramp which caused the accident. The police officer at the scene observed a significant amount of gravel on the ramp. In the present case, there is an issue as to whether there ever was any gravel on the ramp. The Court in ***Wagner*** found an absence of proof as to how long the gravel had been there, so there was no evidence upon which to charge the State with notice of its existence. The case at bar is devoid of any evidence that the State had notice of any allegedly dangerous condition of debris on the roadway. In fact, two witnesses who traveled the exit ramp on a daily basis looking for debris could not remember any.

Since it has not been shown that the State had actual

or constructive notice of any debris on the exit ramp, if in fact there was any, we find that with regard to Robert Baker this claim must be denied. We further find Carol Baker's count for loss of consortium must also be denied.

Based on the foregoing, it is hereby ordered that this claim be, and is hereby denied.

(No. 84-CC-0295—Claim denied.)

EDWARDS FARM SUPPLY CO., Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

***Opinion filed November* 29, 1989.**

JAMES L. AYERS, for Claimant.

NEIL F. HARTIGAN, Attorney General (CHARLES L. PALMER, Assistant Attorney General, of counsel), for Respondent.

CONTRACTS—***Illinois Purchasing Act applies to purchases by State Systems Universities of Illinois.*** Purchases by the State Systems Universities of Illinois are subject to the provisions of the Illinois Purchasing Act and the ***Regulations Covering Procurement and Bidding at State Systems Universities of Illinois,*** and those regulations cover the bidding process, cash discounts, unit and total prices and the procedures involved in establishing a binding contract through the use of a purchase order.

SAME—implied contracts are not favored. Implied contracts with State entities are not looked upon with favor, and the only instances in which the Court of Claims has approved oral and implied contracts have involved the provision of services of an emergency nature.

SAME—bid for fertilizer service for State university did not comply with regulations—no contract would be implied—claim denied. Although the bid submitted by the Claimant to supply fertilizers for the large farms operated by a State university would have been the lowest if the university could have taken advantage of the 10% discount the Claimant allowed if full payment was made within 15 days of billing, the bid did not comply with the applicable regulations, since it failed to set out the real unit price and the real total price, less any discount, and it did not properly state a cash discount, therefore the university officials properly considered the bid a no-bid and the Claimant was denied any damages, especially in view of the fact that

payment within 15 days would be impractical and very unlikely due to the university's funding and bureaucratic setup, and no contract would be implied, even though a university official with authority to contract told the Claimant he had the lowest bid, because the Claimant's bid was not the lowest and best bid, and the Claimant was aware of the requirement that a written purchase order from the university was necessary to create a binding contract.

MONTANA, C.J.

This claim was initiated by the July 26, 1983, filing of a complaint by the Claimant, Edwards Farm Supply Co. The Claimant sought $45,000 in damages based on the Respondent's failure to award contract No. R-045 to Claimant as the lowest responsible bidder. The claim was tried before Commissioner Robert Frederick. Both sides have fully briefed all issues and Commissioner Frederick has duly filed his report. Oral argument was heard before the judges of the Court of Claims in January of 1989.

The Claimant is a corporation whose primary business is selling farm chemicals and fertilizers and its president is Larry Edwards. The University of Illinois (University) operates certain large farms in and about Piatt County, Illinois. Each year the University requests bids for the fertilizers to be applied in the fall.

Edwards had been a successful bidder for the University's business for years. In 1981, Edwards obtained the fertilizer contract. In 1982, Edwards again made a bid on the fertilizer contract which was known as .proposal no. R-045. The bid of Edwards was $67,552.20, but included language as follows, "Price includes a 10% cash discount if payment is made within 15 days of billing." The company with the best fertilizer bid usually also gets the University's limestone bid.

Mr. Edwards testified that Exhibit 1 was a copy of the bid Edwards made for the fertilizer contract for

1982, which is the contract at issue in this cause. Exhibit 4 was a copy of Edwards' successful bid for the prior year of 1981. Edwards had successfully completed the 1981 contract. Edwards used a 15-day cash discount of 10% to all customers. This discount was added to and included on the 1982 fertilizer bid. This language did not appear on the 1981 bid.

After Edwards made the 1982 bid, he waited until the date of opening, August 31, 1982, and as he testified he usually did, he called Mr. Reuter's office at the University. Mr. Reuter was the purchasing agent and was the person Edwards usually talked with. However, on August 31, 1982, when he called the University as to the 1982 bid, Mr. Reuter had already left the office for the day and he spoke to a Mr. Sapoznik who was also a purchasing agent. Edwards wanted to know who was the lowest bidder on the 1982 fertilizer contract. Edwards testified that Mr. Sapoznik stated that Mr. Reuter was away from his desk, but he would look and see if the papers were on his desk. They were and Mr. Sapoznik read Edwards the figures. Mr. Sapoznik then told Edwards it looked like he was the successful bidder and congratulated him.

After this call, Edwards had no contact with the University in reference to this alleged contract until sometime in September when he observed a competitor supply the fertilizer Edwards thought he would be supplying. Upon calling the University, Edwards was told he was not the successful bidder because the University could not pay within time to qualify for the cash discount. Without the 10% discount, Edwards no longer had the lowest bid.

Edwards testified that in the past, when the University went beyond the 15 days for payment, he still

gave the discount even up to two or three months. He testified that in **1981** the bill went out December **9,1981,** and he deposited the check on December **21,1981:**

For the **1983** bid, the State changed the form to make all bids net 30 days after receipt of merchandise or delivery of invoice voucher, whichever is later.

Mr. Edwards calculated his damages in Exhibit **6.** He calculated his lost profits and interest lost at **$11,687.65.** He had to store the product and did not dispose of it to others until the spring. He also figured into that amount the total lost profits on what he thought tenant farmers would have purchased if he had received the master contract. Edwards usually received the tenants' business when he received the University contract in prior years.

On cross-examination, Mr. Edwards admitted he had not used the discount language in his **1981** bid and he had never used the language "Price includes a **10%** discount if payment is made within 15 days of billing" before on any bid to the University. This language would add a substantial amount to the contract price if payment was not made within **15** days. In the past, the University had paid Edwards only once in less than 30 days.

Mr. Reuter, the buyer for the University, testified that they are bound by regulations in purchasing, that they could reject all bids, and that no contract exists until a purchase order is sent out by the University. No purchase order was sent to Edwards so there was no contract. Mr. Reuter calculated the bid at **$75,058** if payment was not made within **15** days of billing. It was the consensus of opinion by University regulators that payment could not be made in **15** days. The contract

was awarded to Monticello Ag Center which bid **$71,778** and that bid was determined to be the lowest and best bid. Mr. Reuter specifically found the Edwards bid to be unclear and too contingent based on the discount if payment was made in **15** days. The University system is such that obtaining approvals for payment within the bureaucratic process takes more than **15** days.

John W. Gomperts, the director of purchases for the University in **1982,** testified he did not approve Edwards' bid and that Edwards' bid was not a cash discount as defined in Exhibit **13,** section 2 definitions as a cash discount. A cash discount is a discount from the total amount if the invoice is paid within a specified number of days. Edwards' bid had an add-on to the total if the invoice was not paid within a specified period of days.

Because the college of agriculture at the University had its own business office, had the use of Federal funds, trust funds, and State funds, it would most likely take more than **15** days to make a payment. While it was possible a bill could be paid in **15** days, it was very impractical because the University had at least 40,000 purchase orders a year with up to 10 times that many invoices to process.

Robert Baker, the assistant director of purchases, testified as to the process of paying bills relating to the Allerton Trust Farms. Once the bill is received by accounts payable, it is forwarded to the agriculture accounting office. From there, the bill is forwarded to Professor Don Smith who manages the University Trust Farms and who would verify the quantity and quality of the materials received and approve the payment. The bill would go back through the agriculture accounting office and then back through the accounts payable

section of general accounting. There a check would be prepared and the bill paid. In reviewing the University's history in paying Edwards prior to **1982,** Mr. Baker testified only once was payment made in less than 30 days and that was **20** days. The decision to deny the bid to Edwards was thoroughly discussed and legal advice was obtained from the University counsel.

Mark Sapoznik testified that he was a purchaser for the University of Illinois on August 31, **1982.** He answered a phone call for Mr. Reuter who was not available and talked to Mr. Edwards. Mr. Sapoznik looked at the bids on Mr. Reuter's desk and read the numbers on the bids. Mr. Edwards asked if Edwards' bid was the low bid and Mr. Sapoznik told him that if payment was made in a certain amount of days his would be the low bid. He told Edwards he was the apparent low bidder. After several inquiries by Edwards, he testified he may have said, "You are the low bidder."

Mr. Sapoznik further testified he never told Edwards to start fulfilling the contract and never stated the contract had been awarded to Edwards. He only read off raw numbers. He told Edwards to contact Mr. Reuter, the buyer. Mr. Sapoznik testified he was not involved in this bid and made no decisions involving this bid. He had never dealt with the purchase of fertilizer to the farms. He did, however, have the delegated authority to issue a purchase order for this fertilizer.

In rebuttal, Mr. Edwards testified that the **15** days meant working days and not calendar days, but working days is not stated on the bid. The actual bid sheet states calendar days.

Purchases by the State Systems Universities of

Illinois are subject to the provisions of the Illinois Purchasing Act (Ill. Rev. Stat., ch. **127,** par. **132** ***et seq.***, as amended). Purchases are also regulated by ***Regulations Covering Procurement and Bidding at State Systems Universities*** of ***Illinois.*** These regulations were admitted in evidence as Joint Exhibit **13.** Several sections **of** that document are particularly relevant in this case and are as follows:

"(a) Section 12(e) Bid speaks for itself. If the person reading the bid makes an error, the figure given in the bid shall govern.

(b) Section 14(a) Lowest and best bid. The awards will be made to the lowest bidder, considering price, responsibility and capability of bidder, availability of funds, and all other relevant facts, provided the bid meets the specifications and other requirements of the bid information * * *

(c) Section 14(b) Cash discounts. In determining the lowest bid, cash discounts, when stated separately, will be taken into account, unless stated otherwise in the bid solicitation form.

(d) Section 2(g) "Cash discount is a discount **or** an allowance deductible from the total amount of the invoice' for payment within a specified number of days."

(e) Section 8(d) Unit and total prices. The price for the units specified in the bid shall be clearly shown for each individual item. Only one unit price shall be quoted for each item. The total price for the quantity requested must also be shown. In the event of discrepancy, the unit price shall govern unless otherwise expressly stated in the bid document.

(f) Section 15(a) Rejection of bids. Any bid which does not meet the requirements of the bid information and does not comply with these regulations may be rejected.

(g) Section 16(a) Binding contract with University purchase order. After the lowest and best acceptable bid has been determined, the University will send the successful bidder a purchase order or a formal contract accepting his bid.

(h) Section 16(b) Binding on bidder. The University's acceptance of a bidder's offer will create a binding contract covering the following:

(1) All the specifications, terms and conditions in the bid information;
(2) The provisions of these regulations;
(3) ***The bidder's*** **price and** ***terms of*** **payment** (Emphasis added).

(i) Section 24(d) Computation of cash discounts. If the contractor allows a cash discount, the period of time in which the University must make payment to qualify for the discounts will be computed from the date the University (1) receives the invoice-voucher (correctly filled out) or (2)

receives and accepts the commodities or equipment, whichever is later o o o "

The bid in the present case was subject to these regulations. If Edwards' bid had been accepted and the University did not pay within **15** days, Edwards could demand and be entitled to **$75,058** instead of **$67,552.20.** The bid by Edwards was confusing in that it does not state the unit price in full or the total price in full, but states those prices in terms of including the 10% discount. While the people of the State of Illinois would seem to have been best served by accepting this bid and walking the bill through the process for payment within 15 days, the evidence is that with the funding and bureaucratic setup, payment within **15** days was impractical and very unlikely.

Claimant seeks this Court to imply a contract by the oral statements of Mr. Sapoznik where the regulations require a written purchase order. Implied contracts with State entities are looked upon with disfavor. (See *Agles v.* State (1984), 37 Ill. Ct. Cl. 134.) The only time this Court has approved oral and implied contracts is when the services provided were of **an** emergency nature. (*Agles,* supra.) Such is not the case here.

While Mr. Sapoznik had apparent and even actual authority to contract, at most he told Edwards that his was the lowest bid. He did not tell Edwards he was awarded the contract and did not tell him he had the lowest and best bid. The regulations require awarding the contract to the lowest and best bid and the evidence clearly indicates Edwards' bid was not the best bid when the 10% penalty is added. The bid of Edwards also did not follow the regulations as it failed to set out the real unit price and real total price, less any discount. Further, the bid of Edwards did not properly state a

cash discount as defined in section 2(g) and a proper unit and total price as stated in section 8(d) of the regulations governing procurement and bidding at State Systems Universities in Illinois. As the bid was defective, the officials were correct in considering the bid a no-bid.

Mr. Sapoznik did not enter into a contract with Mr. Edwards. He never told Edwards that Edwards was awarded the contract. Mr. Edwards appeared to be conversant with the State's formal procedures of requiring a written purchase order. His reliance on Sapoznik's oral statements is misplaced. (See *Dunteman v. State* (1985), *38* Ill. Ct. Cl. 51.) This Court will not authorize payment of a'claim by a vendor who is unable to prove a properly executed contract with the State of Illinois. (*Louge v. State* (1984), *36* Ill. Ct. Cl. 283.) Such is the case here.

Based on the foregoing, it is hereby ordered that this claim be, and hereby is, denied.

(No. **84-CC-0687—Claim dismissed.**)

GARY LUTZ, Claimant, *v.* **THE** STATE OF ILLINOIS, Respondent.

Order filed November 30,1989.

ROBERT A. HENNESSY, for Claimant.

NEIL F. HARTIGAN, Attorney General (JAN SCHAFFRICK, Assistant Attorney General, of counsel), for Respondent.

JURISDICTION—*exhaustion of* remedies required. A party filing a claim before the Court of Claims is required to exhaust all other remedies and sources of recovery before seeking a final disposition of the claim, and that requirement is mandatory, not optional or subject to waiver.

PRACTICE AND PROCEDURE—*dismissal may* be based on failure *to* exhaust

remedies. **The failure of a Claimant to exhaust all other remedies and sources of recovery may be grounds for dismissing a claim.**

PRISONERS AND INMATES—***inmate attacked by cellmate—other remedies not exhausted—claim dismissed.*** **A claim filed by an inmate of a penal institution for the injuries he sustained when he was attacked by his cellmate while sleeping in his bunk bed was dismissed, since the record showed that the Claimant failed to comply with the exhaustion of remedies requirement by not bringing a civil action against his cellmate.**

RAUCCI, J.

This cause coming on to be heard on the motion of Respondent to dismiss the claim herein, due notice having been given the parties hereto, and the Court being advised in the premises:

The court finds that Claimant has filed a complaint seeking damages for personal injury while incarcerated at Joliet Correctional Center. The complaint further alleges that Claimant was attacked by his cellmate, Frank Alerte, while sleeping in his bunk bed.

We note that section **25** of the Court of Claims Act and section **790.60** of the rules of the Court of Claims require any person who files a claim before the Court of Claims shall, before seeking final disposition of his claim, exhaust all other remedies and sources of recovery. Ill. Rev. Stat., ch. **37,** par. **439.24—5; 74** Ill. Adm. Code **790.60.**

In ***Essex v. State*** (1987), No. **85-CC-1739,** the Claimant, a patient at John J. Madden Mental Health Center, brought suit against the State after she had been sexually assaulted by another Madden patient. The Claimant, however, did not file an action against her assailant, and as a result, Respondent moved to dismiss the claim for failure to exhaust remedies pursuant to section 25 of the Court of Claims Act and section **790.60** of the rules of the Court of Claims. We, in ***Essex***, followed the reasoning set forth in ***Boe v. State*** (1984), **37** Ill. Ct. Cl. **72,** which

held that a claimant "must exhaust *all* possible causes of action before seeking final disposition of a case filed in the Court of Claims." (Emphasis in original.) We determined that the language of section ***25*** and section 790.60 "clearly makes the exhaustion of remedies mandatory rather than optional," and that if it were to waive this requirement, "the requirement would be transformed into an option, to be accepted or ignored according to the whim of all claimants." *Boe*, at 76, quoting ***Lyons v. State*** (1980), **34** Ill. Ct. Cl. 268,271-72.

Like the claimant in ***Essex,*** Claimant in the case at bar failed to exhaust all remedies available to him prior to seeking final disposition of his claim in the Court of Claims. Accordingly, the Claimant here was obligated to bring a civil action against Frank Alerte.

Section 790.90 of the rules **of** ,the Court **of** Claims provides that failure to comply with the provisions of Section 790.60 shall be grounds for dismissal.

.Therefore, Respondent's motion to dismiss should be granted because Claimant has failed to comply with the exhaustion **of** remedies requirement mandated in section ***25*** of the Court of Claims Act and section 790.60 of the rules of the Court of Claims.

It is therefore ordered that the motion of Respondent be, and the same is hereby granted, and the claim herein is dismissed with prejudice.

(No. **84-CC-1371—Claimantawarded $148.11.)**

STATE EMPLOYEES' RETIREMENT SYSTEM, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Opinion filed October 11,1989.

STATE EMPLOYEES' RETIREMENT SYSTEM, *pro se,* for Claimant.

NEIL F. HARTIGAN, Attorney General **(SUZANNE SCHMITZ,** Assistant Attorney General, of counsel), for Respondent.

LAPSED APPROPRIATIONS—*retirement contributions—limited funds lapsed—award grunted.* The State Employees' Retirement System's claim for employer retirement contributions was granted, but the award was limited to the small amount of funds which actually lapsed and the balance of the claim was denied.

RAUCCI, J.

This cause coming on to be heard on the Respondent's motion for summary judgment in favor of Respondent, and the Court being fully advised in the premises, finds:

1. This is another in the series of claims filed by the State Employees' Retirement System **(SERS)** against State agencies in regard to FY **83** employer retirement contributions.

2. The Court has previously denied claims brought by SERS in excess of the amount of the reduced appropriation. Senate Bill **177,** Senate Joint Resolution **22. *State Employees' Retirement System v. State*** (1984), **38** Ill. Ct. Cl. **262; *State Employees' Retirement System v. State,* 37** Ill. Ct. Cl. **288.**

3. No funds lapsed **in** the payroll codes for which Claimant seeks contributions except these:

CODE	CLAIMED	LAPSED	PROBLEM
16—961	$148.11	$1,714.07	
16—176	11.22	108.63	Federal funds no longer utilized
16—234	30.98	171.68	Federal funds no longer utilized
16—611	25.08	1,536.77	Federal funds no longer utilized
16—707	63.58	97,333.58	Grant expired
16—711	36.92	2,736.71	Grant expired
16—416	11.22	108.63	Grant no longer available

4. Because none of the Federal funds are any longer available, only **16—961** lapsed any funds.

5. Thus, only **$148.11** can be paid to Claimant and the rest must be denied.

It is therefore ordered, adjudged and decreed that the Claimant be awarded the sum of one hundred forty-eight and **11/100** dollars **($148.11).**

(No. 84-CC-1654—Claimant awarded $643.00 plus interest.)

AURORA NATIONAL BANK, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion *filed October* **11,1989.**

TYLER & HUGHES, P.A. (GORDON R. HUGHES, of counsel), for Claimant.

NEIL F. HARTIGAN, Attorney General (DANIEL BRENNAN, Assistant Attorney General; of counsel), for Respondent.

GARNISHMENT—Wage deduction *orders—statutory* requirements. Pursuant to section 12—807 of the Code of Civil Procedure, the court may

enter a conditional judgment against an employer for the amount due upon a judgment against a judgment debtor if the employer fails to properly respond to a wage deduction summons.

SAME—State not immune from wage deduction proceedings. The State of Illinois is not immune from wage deduction proceedings under the Wage Deduction Act, but the Court of Claims is the appropriate forum for the entry and enforcement of a conditional judgment against an employer.

SAME—garnishment summons ignored by State—judgment entered for amount which would have been deducted plus interest. Where a garnishment summons was served against the State of Illinois as part of the Claimant's efforts to collect a judgment against a State employee, but the original summons was ignored by the State through the involvement of the judgment debtor who coincidentally was employed in a position which handled wage deductions for other employees, and the employee filed bankruptcy after a second garnishment was honored, a judgment was entered in the Court of Claims for the amount which would have been deducted from the employee's salary pursuant to the original summons prior to the time he filed bankruptcy plus statutory interest from the return date.

RAUCCI, J.

On September 21, 1977, a judgment was entered in Kane County, Illinois, in favor of Aurora National Bank and against Mr. James Simpson, an employee of the State of Illinois, in the amount of $5,852.79 plus costs.

In July of 1982, a garnishment summons and affidavit were filed. On July 9,1982, that summons was served on the State of Illinois at the Human Rights Commission, where Mr. Simpson was working for the State as a staff attorney. The wage deduction summons contained a return date of September 9, 1982. That date came and passed without the filing of an affidavit or an answer to the wage garnishment summons by the State of Illinois or the Human Rights Commission. Subsequent to September 9, 1982, counsel for the Claimant made personal contact with a Ms. Beverly Dunjill, an employee of the Human Rights Commission, who told the attorney that Mr. Simpson and she had discussed this matter and that Mr. Simpson said that he would take care of the wage garnishment personally. As a result, the

State did not withhold any funds from his wages. Thereafter a second wage deduction summons was served upon the State of Illinois. That garnishment was honored and monies were withheld from Mr. Simpson's wages. After that garnishment, Mr. Simpson filed personal bankruptcy. The Aurora National Bank, having no collateral on the loan, filed a motion for judgment pursuant to the Wage Garnishment Act for a judgment in the full amount that was then due and owing under the original judgment.

A special and limited appearance was filed by the State along with a motion to quash based on the principles of sovereign immunity on the first garnishment proceeding. The Kane County Circuit Court entered an order denying the motion to dismiss the garnishment proceedings and that order was appealed. In ***Aurora National Bank v. Simpson*** (1983), **118** Ill. App. 3d **392,** the appellate court reversed the judgment of the circuit court of Kane County and held that while the circuit court could issue summons against a State agency and find that the judgment creditor had a lien on an employee's wages, it could not order monetary judgment against the State for that amount. It also held that the sovereign immunity doctrine precluded the circuit court from entering a conditional judgment against the State of Illinois in garnishment proceedings where the agency failed to enter wage interrogatories or withhold portions of the employee's salary pursuant to a wage deduction summons. Furthermore, the court stated that section 8 of the Court of Claims Act gives exclusive jurisdiction to the Court of Claims to hear and determine all claims against the State founded upon any law of the State of Illinois including the type of claim involved in this litigation. (Ill. Rev. Stat., ch. **37,** par. 439.8.) The court indicated that the Court of Claims was the proper forum for its remedy.

The issue presented here is whether the State is obligated to now pay the remainder of the debt owed by Mr. Simpson because it did not comply with the first garnishment summons.

This case presents an apparently novel issue and a unique set of circumstances to this Court. Not only was Mr. Simpson employed as an attorney by the Human Rights Commission, it was also his responsibility to deal with wage deductions which came in on other employees. As such, he was in a sensitive position which enabled him to disrupt a system specifically designed to insure payment of these types of judgments where there are funds due and owing the employee.

The Claimant in this case had complied with all of the requirements of the Code of Civil Procedure regarding deduction orders and service upon the employer. (Ill. Rev. Stat., ch. 110, pars. 12—801 through 12—808.) Section 12—807 specifically states:

"If an employer fails to appear and answer as required by part 8 of Article XII of this Act, the Court may enter a conditional judgment against the employer for the amount due upon the judgment against the judgment debtor."

It is the opinion of the Court based on the language in ***Aurora National Bank v. Simpson*** that the Claimant has a legitimate claim to the enforcement of the original wage deduction order. The amount of that claim is in dispute. It appears from the record that one additional wage deduction should have been made by the Human Rights Commission prior to the bankruptcy filed by Mr. Simpson. Had the State paid that amount initially, it may or may not have induced Simpson's bankruptcy to be filed sooner but in either event that figure is the appropriate amount for the Claimant in this matter. Given the language of section 12—807 of the Code of

Civil Procedure (Ill. Rev. Stat., ch. 110, par. 12—807), it is not mandatory that the conditional judgment be enforced against the employer and, under the circumstances, it is the Court's opinion that it would be inappropriate to do so.

Under ***First Finance Co. v. Pellum*** (1975), 62 Ill. 2d 86, 338 N.E.2d 876, the State is not immune from wage deduction proceedings under the Wage Deduction Act. Pursuant to ***Aurora National Bank v. Simpson,*** the Court of Claims is the appropriate forum to enter and enforce a conditional judgment against an employer. Under the facts as presented in this case, the judgment to be entered should only be the amount which would have been deducted from the employee's salary prior to the time he filed bankruptcy.

It is therefore ordered, adjudged and decreed that the Claimant be awarded the sum of six hundred forty three dollars ($643.00) plus statutory interest to run from September 9,1982, in full settlement of this claim.

(No. **84-CC-2803—Claim denied.)**

HAROLD FRYMAN et ***al.***, Claimants, **u. THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS,** Respondent.

Order on motion to dismiss filed January 31,1985.

Order on petition for rehearing filed August 7,1985.

Order on petition for rehearing filed January 13,1986.

Opinion filed October 10,1989.

BRAZITIS & BURKE (PATRICK M. BURKE, of counsel), for Claimant.

GOSNELL, BENECKI, BORDEN & ENLOE, LTD. (JOHN BORDEN, of counsel), for Respondent.

LIMITATIONS—*limitations* for **slander action.** An action for slander must be commenced within one year after the cause of action accrued, but in the case of a minor plaintiff, the action may be brought within two years after the disability of minority has been removed.

SAME—actions cognizable by *Court* of *Claims*—*limitations* period. Every claim cognizable by the Court of Claims and not sooner barred by law shall be forever barred from prosecution in the Court of Claims unless it is filed, generally, within two years after it first accrues, but minors and persons under a legal disability at the time the action accrues may bring the action at any time within two years from the time the disability ceases.

NOTICE—***slander* action—notice under section *22—1* of *Court* of *Claims* Act not required.** An action for slander is a "personal action," but not an action for personal injuries, and therefore the notice required under section 22—1 of the Court of Claims Act is not required.

TORTS—***slander* action—untimely—dismissed.** The count of a complaint alleging that the Claimant was slandered by the accusation that he stole money from the minor members of a 4-H club was dismissed where the record showed that the count was not filed within one year after the cause of action accrued and the Claimant was not suffering from any legal disability.

UNIVERSITY OF ILLINOIS—***county* extension councils—4-H club *programs*—authority of University of Illinois.** By law, the University of Illinois is authorized to provide for county extension councils and to issue guidelines and procedures concerning the operation and planning of extension education programs, including 4-H club work.

TORTS—elements of *tortious* interference with business relationship. The elements of the tortious interference with a business relationship include the existence of a valid business relationship or expectancy, knowledge of the relationship or expectancy on the part of the interferer, an intentional interference inducing or causing a breach or termination of the relationship or expectancy, and resulting damage to the party whose relationship or expectancy has been disrupted.

SAME—***tortious* interference with business relationship—interest protected.** The interest protected by the claim of tortious interference with a business relationship is the plaintiff's reasonable expectation of economic advantage.

DAMAGES—***tortious* interference with business relationship—burden of proving damages.** A Claimant alleging tortious interference with a business relationship must prove each and every element of that tort along with his or her damages by a preponderance of the evidence in order to prevail on the claim.

TORTS—***when* interference with business relationship is not actionable.** For purposes of a claim of tortious interference with a business relationship, the law of Illinois requires that the interference be intentional, unjustified and malicious, and if the interference is justified or with just cause, it is not actionable.

SAME—tortious interference with business relationship—permissible interference increases as degree of enforceability of relationship decreases. As the degree of enforceability of a business relationship decreases, the extent of permissible interference increases for purposes of a claim alleging tortious interference with the business relationship.

SAME—4-H council barred Claimants from showing steers at fair—Claimants would not have been able to show regardless of bar—no cause of action for tortious interference with business relationship existed. In an action alleging that a **4-H** council tortiously interfered with the Claimants' business relationship by finding that the Claimants violated certain **4-H** rules and barring them from showing their steers at a fair and taking part in the 4-H auction which generally resulted in favorable prices for the steers, no cause of action existed on behalf of two of the Claimants whose steers would not have been able to participate in the fair or auction because of reasons unrelated to the council's bar.

SAME—Claimants barred from showing steers at 4-H fair—claims for tortious interference with business relationship not stated. In an action alleging tortious interference with a business relationship based on the claim that a **4-H** council improperly barred several members of a **4-H** club from showing their steers at a county fair and from participating in the steer auction at the fair, the Claimants failed to establish the essential elements of their action, since the steer projects were not a business, no business relationships were involved, the **4-H** council did not act maliciously in barring the Claimants from participating in the fair or auction, and the Claimants failed to prove any damages beyond mere speculation.

ORDER ON MOTION TO DISMISS

RAUCCI, J.

This cause coming on to be heard on the Respondent's motion to dismiss and the Claimant's objection thereto, the Court having considered the written arguments of counsel and the statutory provision involved, and being fully advised in the premises finds:

1. The complaint alleges that the cause of action accrued on July 18,1982.

2. The complaint was filed on April 19, 1984.

3. The cause of action is one for slander and slander ***per se.***

4. Section **13—201** of the Code of Civil Procedure provides that slander actions shall be commenced within one year next after the cause of action accrued. Section **13—211** provides that in the case of a minor, however, the action may be brought within two years after the disability has been removed. Ill. Rev. Stat. **1983,** ch. **110,** pars. **13—201, 13—211.**

5. Section **22** of the Court of Claims Act provides in pertinent part:

"Every claim cognizable by the Court ***and not sooner barred*** by law shall be forever barred from prosecution therein unless it is filed with the Clerk of the Court within the time set forth as follows:

* * *

(g) All other claims must be filed within two **(2)** years after it first accrues saving to minors, and persons under legal disability at the time the claim accrues, in which case the claim must be filed within two (2) years from the time the disability ceases." (Emphasis supplied.) Ill. Rev. Stat. **1983,** ch. 37, par. **439.22.**

6. All of the Claimants except Harold Fryman are (or were at time of the commencement of the action) minors.

7. Harold Fryman is barred from bringing this action in this Court.

8. This is a "personal action" but not an action for personal ***injuries.*** Therefore, notice was not required to be filed pursuant to section **22—1** of the Court of Claims Act.

9. The complaint is sufficient to withstand the motion to dismiss.

It is ordered that as to Harold Fryman the complaint is dismissed, with prejudice, and he **is** forever barred from maintaining this action in this court.

It is further ordered, that in all other respects, the motion to dismiss be, and it is hereby, denied.

ORDER ON PETITION FOR REHEARING

RAUCCI, J.

This cause comes on to be heard on Claimant Harold Fryman's petition for rehearing. On January **31, 1985,** this Court entered an order dismissing the complaint as to Claimant Harold Fryman. The order was based on the statute of limitations for maintaining a slander action.

The Complaint has two counts. Count **I** alleges that Claimant was accused "of stealing money from the children members of the Buckaneers **4-H** Club." Count I further alleges a conspiracy to maliciously interfere with property rights and business relationships. Count II directly alleges slander. This Court's order dismissed both counts as to Harold Fryman.

Count I purports to state a different cause of action. Whether that action is susceptible to dismissal on other grounds, or whether it can be proven, is not before us at the current time.

It is ordered that the order of January **31, 1985,** is modified to dismiss only count II as to Claimant Harold Fryman.

ORDER ON PETITION FOR REHEARING

RAUCCI, J.

This cause coming on to be heard on Respondent's request for rehearing on the order **of** August **7,1985,** and the response thereto, the Court being fully advised in the

premises, it is hereby ordered that the petition for rehearing is denied.

OPINION

RAUCCI, J.

The Claimants filed their complaint in tort on April 19, 1984. The history of the case indicates that only Count I survived the Respondent's motion to dismiss. Count I of the complaint seeks damages for Harold Fryman of $20,000, and for Micah Fryman, Jeanine Knakmuhs, Mike Knakmuhs, Anna Koughn, Christina Koughn, Lori Myers and Kathy Fryman, damages are sought in the amount of $2,000 each.

The complaint alleges that the Buccaneers 4-H Club was wrongfully disallowed from showing their cattle projects at the 1982 Edwards County fair by the Edwards County 4-H Council which is an extension council of the board of trustees of the University of Illinois. Claimant, Harold Fryman, seeks his damages for malicious interference with the rights of the Claimant, malicious interference with his business and expectancy of future business relationships, loss of potential income from sale of the cattle at the 1982 Edwards County fair, and at subsequent fairs and other business relationships. The remaining Claimants seek damages for the loss of potential income from the sale of their cattle at the county fair.

The cause was tried before the Commissioner over three days and produced three volumes of transcript. The evidence consists of the three-volume transcript, Claimants' Exhibits 1 through 10, 12A, 12B, 13 through *23,* and Respondent's Exhibits 2 through 8. Both parties filed briefs and the Court heard oral argument. A motion

for judgment in favor of the Respondent made at the close of the Claimants' case was taken under advisement to be heard with the case.

The Facts

Claimant, Harold Fryman, was the leader of the Buccaneers 4-H Club in July of 1982. The other Claimants were minors and all were members of the Buccaneers 4-H Club in July of 1982. The State of Illinois, through the board of trustees of the University of Illinois, is the Respondent in this cause because the Edwards County 4-H Council is an extension council of the University of Illinois. The 4-H program is established by the County Cooperative Extension Law. (Ill. Rev. Stat., ch. 5, par. 241 et *seq.*) Just prior to the 1982 Edwards County **fair, the 4-H extension council** received information that there were problems with the Buccaneers Club beef project.

Each club picks a project for a hands-on learning experience. The Buccaneers Club had chosen a beef project for 1982. The culmination of the project is to show the cattle at the county fair. The cattle, or at least some of them, are then put up for sale at the fair and various merchants and other persons in the community may bid for the cattle and often do at inflated prices.

Upon receiving allegations against the Buccaneers Club, the 4-H council proceeded to conduct a combination investigation and hearing prior to the fair. Some of the investigation was appropriate and some took on tones of a witch hunt. Actual rules were followed in some parts of the hearings and nonexistent rules were followed in other parts. Harold Fryman cooperated in some respects and was profane and uncooperative in other respects of the investigation. The end result was

that the Buccaneer Club was not allowed to show their cattle at the county fair. The Club's cattle were sold to the local stockyard for fair market value. No evidence was ever presented indicating that any merchant would have bid a specific price over fair market value for these cattle or for any of them. Harold Fryman presented no evidence as to any loss he personally suffered either in 1982 or in future years up to the time of trial.

The foregoing is a synopsis of the evidence. The following is a more detailed description of the evidence.

At the time of the occurrences alleged in Claimants' complaint, Edwards County, Illinois, had an active 4-H extension council. Respondent's Exhibit **4, *Guide to County Extension Council,*** published by the University of Illinois, explains the procedure for appointment of the council members, who serve in a voluntary capacity without compensation. The guide states, "An important function of the councils is to cooperate with extension personnel in planning an educational program in agriculture, home economics, 4-H and youth community resource development, and subjects relating thereto." Respondent's Exhibit 7 is a booklet from the University of Illinois regarding the 4-H program and giving guidance on projects and activities. The importance of Respondent's Exhibit 7 is that it shows the purpose of 4-H is to maximize educational experience and make it enjoyable for the children. Exhibit 7 states that members are expected to select at least one project and complete one or more learning goals related to the project during the year. The project leaders help the 4-H members select materials or animals and teach them the knowledge and skills needed to conduct the project. In the section on activities, the booklet states, "4-H activities are another way of learning and are comparable to extra

curricular school activities." Respondent's Exhibit **6,** from the beef manual, states the objectives of having a beef project. These include acquiring skills in and understanding the management of beef animals, gaining knowledge of wholesale and retail cuts of beef and beef products, learning how to relate to the live animal, and exploring job opportunites in the beef cattle industry. Members are expected to learn how to feed and care for the animal, what feeds are necessary, how to handle, fit, and show the animal, and how to keep accurate records.

4-H leaders are uncompensated and members of the **4-H** council are not paid. Calvin Cowsert, regional director of the extension program, testified the purpose of **4-H** is to help children from ages eight to 18 develop life skills. **4-H** activities include workshops, tractor school, gun safety school, computer schools, pest management schools, public speaking contests, demonstration contests, and projects that cover the gamut from sewing and clothing, foods, computer projects, crops, and various kinds of animals, including pets. Martha Speir, Edwards County extension advisor, testified that the purpose is to'learn by doing, and making money is not the purpose at all. Children are to develop skills and increase knowledge in different subjects. They are to keep records on each project. These records are very important and the purpose of **4-H** is not to teach business or make a profit.

The children Claimants were preparing for the entry of their beef projects in the 1982 Edwards County fair. The Claimants had their steers prepared to show in the competition at the fair for awards and sale at the conclusion of the fair at the fair auction. The Edwards County fair was scheduled to begin on Monday, July 19, 1982. Concerns about the Buccaneers' steer projects

began on the Saturday evening prior to the fair. Jim Witte, a member of the fair beef committee, and Donald Fryman, a member of the **4-H** council, advised Eugene Kelsey, the chairman of the **4-H** council, that a parent by the name of Earl Loudermilk had told them that a member of the Buccaneers **4-H** Club, Sherry Lomas, didn't know what she had paid for her steer, didn't know the division of the proceeds of sale, and that the steer was not kept at her house. Three Buccaneers families were investigated on the Saturday evening and Sunday morning. These three men who did all of the investigating did not investigate the families of the two leaders. The families who were investigated were the Lomas family, the Koughn family, and Doris Jackson, the mother of Kathy Fryman. Mrs. Linda Koughn testified that these three men came to her home to inquire as to her daughters' steer projects. She did not think it was any of their business and did not give them specific information. She did know what the arrangements were for the steers and had known so since the club's Christmas meeting. She did not give these individuals any indication that she did not know what the price was. She did not give them any indication that she was in any way not satisfied. She did not give them any indication that records were not kept and the men did not ask anything about records. Even though the three investigators were from the beef council and the **4-H** extension council, Mrs. Koughn testified that she did not give them much information in response to their questions. Mrs. Koughn admitted that the steers claimed by her daughters as projects were kept at the Harold Fryman farm on an automatic feeding system. She indicated that she did not tell them what the price was for the animals, but admitted that she may have told them that the price depended on what the animals brought at sale. At the

trial she testified that the arrangement with Harold Fryman was that each child was to pay $500 for the animal and $50 for the eight months of feed payable after the sale, but she was very vague about the matter with the three investigators. Mr. David Koughn testified that the three men came to his house on Saturday, July 17, 1982, at approximately 9:30 or 10:00 p.m. He did not know why these men were at his house or what business it was of theirs. Mr. Koughn knew what the cost for the steer and feed would be. He did not give these men any indication that he did not know. Eugene Kelsey, chairman of the 4-H extension council, testified that Mr. and Mrs. Koughn were vague and that they said they did not know the price for the animal 'when the three investigated their daughters' projects. Mrs. Koughn admitted that she may have told them that the price depended on what the animals brought at sale. The Koughns indicated the price for the steer was undetermined, but they essentially stopped talking and did not disclose information to those trying to assemble information for the 4-H extension council to use to determine whether or not the projects were within the rules.

John Knakmuhs was one of the parents and helped lead the Buccaneers' 4-H Club with Claimant, Harold Fryman. He testified that the 4-H guidebook stated that a project suitable to the child should be selected, considering the child's age, situation, and skill. He admitted keeping records is an important part of the 4-H project and whether or not the child keeps records has a substantial bearing on whether or not the project is legitimate. The leaders had a responsibility to weed out illegitimate projects, according to the admission of John Knakmuhs.

There are guides from the University for the youngsters in the subjects they are working on. The child's records show his progress and evidence his involvement. The purpose of the 4-H projects is to motivate the child to become more deeply involved in areas of interest and this would lead him into leadership skills, cultural experiences, citizenship experience, and public affairs involvement.

Mrs. Doris Jackson was contacted on Sunday morning by Eugene Kelsey. She told Mr. Kelsey she did not know for sure what the price would be. She told him this because she didn't think it was any of his business. At that time, she did know what the price was. She did not give Mr. Kelsey any indication that her daughter's records on her steer project were not up to date. Eugene Kelsey testified that when he visited Doris Jackson she told him that her daughter's steer was kept at the Harold Fryman farm, and that she did not know what the price would be for the animal, but she thought that Kathy and Mr. Harold Fryman would "split the profit" from the animal. Eugene Kelsey also testified that Mrs. Jackson said the price and arrangements for paying for the feed were undetermined.

At the trial, Doris Jackson testified that the price for the steer was ***$500*** and the price for feeding the animal from December until fair time was $50, payable after the auction. She readily admitted that she had told Eugene Kelsey, chairman of the 4-H council, the day before the fair opened that the price for the steer and charges for feed were unknown. She also admitted that she may have told Eugene Kelsey that the profit from the animal would be split with Harold Fryman.

Kathy Fryman's steer could not have been shown at the fair in any event, since it developed a bad case of

pinkeye, a contagious cattle disease, approximately two weeks before the fair. Doris Jackson admitted that the steer could not have been shown at the fair and Harold Fryman confirmed that pinkeye was a highly contagious cattle disease and he would not have let Kathy bring the steer to the fair no matter what the ruling had been by the **4-H** council. This fact effectively defeats any possible claim by Claimant Kathy Fryman.

In furtherance of their investigation, the three-member investigation team of Eugene Kelsey, Don Fryman, and Jim Witte visited the Sherri Lomas residence on the day they received the report, the Saturday evening before the fair. They talked to Mrs. Lomas, since Sherri, a member of the Buccaneers Club, was not at home. Mrs. Lomas testified at trial that when the three investigators came to her home on the Saturday before the fair, they introduced themselves and explained their status or job title with regard to the **4-H** business. Mrs. Lomas said she told them that as far as she knew, her child would receive the prize money only and she did not think her daughter would receive any of the auction proceeds. She told the three council members that the price of the steer, the cost of feed, and other arrangements were unknown.

These allegations of impropriety in the beef project all began with the Lomas family. Mrs. Pat Lomas, the mother of Sherri Lomas, the Buccaneers Club member, testified that her daughter Sherri was **16** years old at the time of her project in **1982.** Mrs. Lomas did not attend any of the Buccaneers Club meetings and Mrs. Lomas did not participate with her daughter in the project. Neither Mrs. Lomas nor her husband ever went to Harold Fryman's property to check on the animal with their daughter and neither Mrs. Lomas nor her husband

ever went to any Buccaneers Club meetings. The parents didn't have anything to do with their daughter's steer project because they thought she had dropped it. Mrs. Lomas was aware that her daughter would attend monthly club meetings with the Buccaneers. She and her husband were opposed to her daughter having a steer project, but their daughter never told them that she was not keeping the project, and Mrs. Lomas never contacted Harold Fryman to tell him that she did not want her daughter to have a steer project.

Mrs. Lomas testified that her daughter Sherri told her that Harold Fryman suggested the children have a steer project. The parents never signed the required consent form for Sherri to have a steer project. They had paid nothing for the steer, and knew nothing about what Harold Fryman was expecting as payment for the steer, feed, rent, or care for the animal. They understood that their daughter was not sufficiently involved in taking care of the animal for it to be an appropriate project. Mrs. Lomas said she told Sherri that she could not have a project when she did not have records on it, but Sherri had said that Harold Fryman told her not to worry about the absence of records.

Mrs. Lomas testified that when Eugene Kelsey called Sherri subsequently, Sherri confirmed that she did not have any records, did not know what the price for the feed was nor the price for the steer, and had no agreement with Harold Fryman concerning the animal.

4-H club member, Micah Fryman, son of Claimant, Harold Fryman, testified that the five steers listed as projects by various club members were all kept together at his home farm. Micah Fryman testified that he took care of not only his own steer, but the steer projects of the other children, and the animals were kept on a self-

feeder four or five months from December until April when some of the other children started coming out to his family farm and helping him take care of them. These included steer projects attributed to Sherri Lomas, the two Koughn children, and Kathy Fryman.

There was a fourth club member, Lori Myers, who had a steer at the Harold Fryman residence. James Myers, Lori's father, testified that the steer had been kept at his own farm until shortly before the fair, but because it was wild they **took** it down to Harold Fryman's farm for him to work with to see if he could tame it down. He testified that the price for the animal was $500, due after the auction. Eugene Kelsey testified he telephoned James Myers on the Saturday or Sunday before the fair and Myers told Kelsey on the telephone that the price of the steer purchased from Harold Fryman was undetermined.

Claimant Harold Fryman was the Buccaneers Club adult leader. He testified that no council member contacted him on Saturday, July 17,1982, or on Sunday, July **18,1982,** until he was summoned to attend a council meeting on that Sunday night. On the Saturday and Sunday before the fair, he saw various council members at the fairgrounds but no one mentioned anything to him about any investigation.

On the Sunday morning before the **1982** fair, Harold Fryman went to the residence of Martha Speir, home extension advisor. He explained that Lori Myers' **1000**-pound steer was too wild for the eight-year-old child to walk through the show ring and asked if the animal could be judged tied up in its stall. Mrs. Speir told him that the rules required that the animal be led in the show ring in order to show and to qualify to be sold at the 4-H auction. Mrs. Speir further testified that she also

asked about the records of the Buccaneers 4-H Club and Harold Fryman admitted that his club members' records were not up to date.

Harold Fryman testified at trial that he told James Myers it was too risky to bring the wild steer of Lori Myers to the fair. Harold Fryman testified that Lori's steer would not have been brought to the fair because it was too wild. This fact effectively defeats any possible claim by Claimant Lori Myers. Since neither the Fryman steer nor the Myers steer could be shown in any event, they suffered no injury even if such injury constituted a compensable claim.

The decision of the 4-H council not to allow the Buccaneers Club's steers to be shown at the 1982 fair was based on the aforesaid investigation and a subsequent hearing on the Sunday night before the fair. **A** meeting of the 4-H council was called by Eugene Kelsey for Sunday evening, July 18, 1982. Members of the council were contacted shortly before the meeting and notified that there was some question about some projects and the 4-H council meeting was called to consider those projects. Members of the council testified that they did not have any dislike for Harold Fryman or want to cause him or any members of his club any difficulties, and some members of the council did not even know Harold Fryman. The purpose of the hearing was to try to clear up questions about projects because the information provided cast a bad reflection on the 4-H program.

The meeting was held Sunday evening, July 18, 1982, at about 6:00 p.m. Several members of the 4-H extension council, together with Martha Speir, home extension advisor, and Ross Helmy, agricultural extension advisor, met. **Also** present were two members of the beef committee and two visitors from the junior

fair board. As reported in the minutes of the meeting, there were four situations discussed, being the Sherri Lomas steer project, the two Koughn girls' projects, Kathy Fryman's steer project, and the wild steer of Lori Myers. It was determined that the rules required the animal to be led in the show ring and accordingly, the fourth project, Lori Myers' wild steer, was not permitted to be judged by tying it in the pen. Eugene Kelsey reported on the information assembled from the mother of Sherri Lomas, Mr. and Mrs. David Koughn, the parents of Anna and Christina Koughn, and Doris Jackson, the mother of Kathy Fryman.

Many of the factors negatively considered by the council concerning the steer projects of the Buccaneers Club were permissible under the rules in **1982.** After the fair, the **4-H** council decided to change some of their rules so that these matters in the future would not be permissible. Eugene Kelsey testified that the first complaint related to the steer of Sherri Lomas. Complaint was raised that the steer was at the leader's house instead of at the Lomas house, although this was permitted in **1982.** Another complaint was that she had not paid for this steer, although this would be permissible in **1982.** Another complaint was that the feed or rent had not been paid for, although this also would be permissible if there had been an agreement regarding payment. Another complaint about the Lomas steer was that Sherri Lomas did not know what the cost would be, although this information was provided to Mr. Kelsey by Mrs. Lomas, not Sherri Lomas. Another complaint was that Sherri Lomas **went** to the leader's house to lead **the** steer, although actually there would be nothing wrong with that, and in fact, it would be encouraged by **4-H. A** second complaint related to the Koughn children. The complaint was that these steers had not been paid for,

nor the rent or feed, although this would be permissible as long as there was an agreement to pay. More complaints related to the steer owned by Kathy Fryman. One complaint was that the steer was at the leader's house, although this was permissible in 1982. Another complaint was that she had not paid for the steer, feed or rent, although this all would be permissible if there had been an agreement to pay for same. Another complaint raised was that Kathy Fryman would go to the leader's house and lead the steer, although this would actually be encouraged by 4-H. Besides excluding the Lomas, Koughn and Kathy Fryman steers, Eugene Kelsey testified that the steers of Micah Fryman, the Knakmuhs children, and Lori Myers, the other members of the Buccaneers Club, were excluded, too, without receiving any complaints as to their steers. The council had concern for the records of these steers, but they did not ask for records. The council did not know about these steers, but voted to exclude them anyway. The council did not even speak to the Knakmuhs family prior to the vote on Sunday to exclude the Knakmuhs' steer. One of the complaints, being keeping the steers at the home of Harold Fryman, was permissible for 4-H projects in 1982. Mr. Kelsey testified that at the subsequent council meeting on August 25, 1982, a suggestion was made that if a project was not on a child's property, they would have to come before the council and explain the situation. The council held another meeting on September 20, 1982, at which time a motion was passed providing that if a project carried by a 4-Her could not be kept on the premises, then the 4-Her, the parents and the leaders would report to the council and explain the details. This motion was passed after the 1982 fair. This type of situation was not prohibited during the 1982 fair. One of the three reasons the council voted to exclude the

steers of the Buccaneers Club was because the steers were not kept on the members' property, although the council did not have a rule prohibiting such action at the time. Patsy Michels, one of the council members, testified that she voted to exclude the projects from the fair, and part of her decision was based on the fact that she felt that the projects ought to be kept at the family's farm.

Another concern was for the price of the project. Eugene Kelsey testified that price arrangements that the Buccaneers had would have been permissible if they had an agreement for those price arrangements. Patsy Michels testified that part of her decision to exclude the steers was based on the fact that the steers and the feed were not going to be paid for until after the fair, although these arrangements were permitted **in 1982. If** the Claimants' parents and the club leaders had been open with the council and given the council the information on the payment agreement, this lawsuit might not have to have been filed.

Ross Helmy, the agricultural extension advisor for Edwards County in **1982,** testified that in **1982,** the council did not normally ask to see records before the fair had started. It was not a violation to keep steers at someone else's property as long as the members owned those steers. However, this was the element that led to the final decision of the council. This was permissible at the time of the fair in **1982,** and afterwards, the council passed a resolution stating in the future, council approval would be required. It was permissible in **1982** to pay for a steer after the fair, **as** long as there was an agreement on the purchase of the steer. There was testimony that there was an agreement concerning payment for the steers and feed by the Buccaneers Club

members to Harold Fryman, the leader. The arrangements for purchase of the steers had been fully explained to all club members and all parents of club members at a club Christmas party in December of **1981.** All members and parents were present with the exception of Mr. and Mrs. Lomas. Although they were invited to attend meetings, they never attended any meetings. All parents and club members were aware of the arrangements for the purchase of the steer projects with the exception of Mr. and Mrs. Lomas. The arrangements for the purchase and feed of the steer projects were the same for all members. Arrangements for payment of the feed after the fair, after the animal was sold, was not prohibited in **1982.** However, it was one of the elements the council considered. Mr. Helmy did not remember club members Micah Fryman, Jeannine Knakmuhs, or Mike Knakmuhs, violating any rules with their beef projects in **1982.** It was not a 4-H requirement in **1982** that if there was a problem with one project, all projects for that club had to be excluded from the fair. The council decided it did not have enough time to divide the good projects from the bad projects.

Donald Fryman testified that although there was concern over the project records, at no time did he ask to see these records. Martha Speir, the extension advisor, testified that neither she nor the council checked the records of any of the other clubs participating in the **1982** fair during the fair week. Jean Washburn, a member of the 4-H council, testified that she voted to exclude the steer owned by Micah Fryman because he was Harold's son and due to a question of records. However, she did not ask Micah or anyone else to produce Micah Fryman's records before she voted. She voted to exclude the steer of Mike Knakmuhs because he

was a leader's child and no other reason. She voted to exclude Jeannine Knakmuhs' steer because she was a leader's child and no other reason. Alice Hortin, a member of the 4-H council, testified that a consideration in her vote to exclude the steers on Sunday night was that some of the projects were kept at Harold Fryman's home. She considered that to be a violation of the 4-H rules. She didn't know if anyone on the council asked for clarification that night as to whether or not this would be a violation.

Mary Jane Bunnage, a council member, testified that Harold Fryman indicated at the Sunday night meeting that he felt that the projects were legitimate, but the council did not decide to investigate the matter further when they were advised of this. She did not investigate the matter further after the Sunday meeting. She felt that if the other children had irregularities, then Micah Fryman's steer was probably just like the others. She did not ask Micah Fryman about his steer project before she voted against it. The council did not inquire into Micah's factual situation before they voted. The council didn't ask Mike Knakmuhs or his parents about his project, and they didn't know if there were any problems with Mike Knakmuhs' steer. They knew of no problem with Jeannine Knakmuhs' steer on Sunday night. Jo Rector testified that she felt that the leaders of the club had a duty to perform and set an example, and even if the leaders' children's projects had been in compliance, those children should not have been allowed to show their projects either.

The 4-H council felt a serious problem had developed so they invited the primary leader, Harold Fryman, to come over from the fairgrounds to meet with the council, and see if the situation was as it

appeared to council members. The 4-H council minutes of Sunday night, July 18, 1982, state that Mr. Fryman "used a great deal of profane language while meeting with us." Mary J. Bunnage testified that Harold Fryman hit the west door "really hard," entered the room and came in using "quite a bit of profanity." 4-H extension council member Alice Horton testified that she would "never forget when he came in." She testified she did not know Harold until that time, but she turned around when he "stormed in the door cussing and carrying on and screaming and accusing." He accused the council of trying to get him. She testified that he refused to calm down and provide rational answers to questions posed. Mrs. Horton remembered saying after he left that she had never heard anyone use so much profanity in such a short period of time. He was there only about 30 minutes. Eugene Kelsey testified that there was a lot of swearing and the Buccaneers' leaders did not present themselves well. He testified that Harold Fryman did not provide answers to questions about the projects, but just swore. Agricultural extension advisor Ross Helmy testified that Harold Fryman was very emotional and "dropped on the council like a ton of bricks." His presentation was very unclear and he did not give any details about price, feed, or records. Several persons present remembered someone asking Harold Fryman to settle down, reminding him that there were ladies present and he should not use vulgar language, to which Harold Fryman remarked that there were not any ladies present.

Harold Fryman's brother, extension council member Don Fryman, testified that Claimant Harold Fryman came in cussing and would give no answers and no information on cost or other information showing legitimacy of the projects. He would not directly answer

the questions posed and he never mentioned any particular price for the steers.

Harold Fryman testified that Eugene Kelsey told him at the council meeting on Sunday, that Fryman had stolen money from the children. Jeannine Knakmuhs testified that council members told her that the children could no longer buy steers from Harold Fryman. She was told by a council member that she could not buy steers from Harold Fryman on either Sunday night or Monday night of the fair in 1982. After the 1982 fair, Harold Fryman did not sell any steers to children for 4-H projects. He attempted to sell steers but did not sell any. The last sale of 4-H steers that he had was in 1981 for the 1982 fair. He sold 10 head of steers for $500 each. Mr. Fryman had plans for the sale of steers after the 1982 fair, but he did not proceed with the sale. In 1982, Harold Fryman had approximately 192 head of cattle. He presently had about 20 head of cattle. Alice Horton testified that she did not even know Harold Fryman until he came into the meeting. She did not understand how the two small Koughn children living in town could care for 1,000-pound animals kept at Harold Fryman's farm, and it did not seem right for a 4-H leader to keep a bunch of steers for children to claim as projects when the children were not in possession of the projects, as required by the green book. Alice Horton testified that when she asked Harold how the children cared for the animals, Harold Fryman stated that "anyone could push a button," apparently referring to the automatic feeders where a person can push a button and an auger moves out a quantity of feed for the animals. Alice Horton further testified that there was no accusation from anyone that Harold Fryman was stealing money and no one prohibited Harold Fryman from selling projects to the children. She decided that if the projects were bona

fide, Harold Fryman w'ould certainly have explained what was going on.

Based on the investigation made by the extension council and beef committee members, the projects did not appear to be proper and legitimate 4-H projects to the council. Jo Rector testified the council wanted desperately to clear the matter up because of its bad reflection on the 4-H. Agricultural extension advisor Ross Helmy testified the council was looking for evidence that these were legitimate projects and could find no evidence or signs that these were ***bona fide*** projects of Buccaneers club members. It did not appear that the steers actually belonged to the children, as required by the rules. Several steers were kept together, so it would be impossible to keep accurate records as to how much feed each steer project consumed. It was apparent that the children were not close to the projects and they did not know what the price was for anything and could not have the necessary records. The council felt that there was not any agreement concerning the price of the animals, feed, and stall rent. It did not appear that the children knew what the costs of the project were nor did it appear that they were caring for the animals. Council members testified that there did not appear to be any feelings of ill will toward Harold Fryman or the children members of the Buccaneers 4-H Club, and there were no accusations of anyone stealing or any prohibitions of children buying projects from Harold Fryman.

No evidence was presented to support the allegations that the council prohibited Harold Fryman from selling steers to 4-Hers. Alice Horton testified no one prohibited Harold Fryman from such sales.

As reflected by the July 18, **1982,** minutes (Claim-

ant's Exhibit 2), after Harold Fryman met with the council, they voted to bar the Claimant children's steer projects as not proper and legitimate.

On Monday morning, July 19,1982, the 4-H council had a meeting to reconsider the decision made the night before concerning the three steers of Micah Fryman, Jeannine Knakmuhs, and Mike Knakmuhs, who had done nothing wrong. Eugene Kelsey stated that Jeannine Knakmuhs made the statement that her mother was keeping records for the steers, but the council did not ask the parents or children for their records. He did not ask Micah Fryman for his records. Mrs. Knakmuhs did not indicate that she was keeping records for all the children. The 4-H extension council member, Glen Woodrow, testified that he asked a series of questions in an attempt to reevaluate the Knakmuhs and Micah Fryman steer projects. These questions related to the children's knowledge of their projects and animals. None of the children were able to tell what his or her animal weighed when acquired, nor what the animal was being fed. The primary Buccanneers leaders, Mr. and Mrs. Harold Fryman and John Knakmuhs, were not present for this meeting. Harold Fryman admitted that most of the children were there, but he was not present. Extension council member and secretary Mary Jane Bunnage testified that the children were rather unruly and generally announced that if one child could not show their steer, then none of them would show their steers. Jeannine Knakmuhs and at least one other child indicated that if any of the other children were excluded, none of them would show. Extension council member Glen Woodrow recalled several children saying that if one of them couldn't show, then none of them wanted to show.

Initially a majority of the council members at the Monday, July 19, 1982, meeting were in favor of permitting Micah Fryman and the Knakmuhs children to show their animals, since they had kept them on their home farms. Upon learning that Mrs. Knakmuhs kept the records for all of the children, and upon questioning the children and finding that they knew very little about their projects, the council then voted to exclude those three steer projects as well. At the time the council voted to exclude these three steers because of inadequate records, it was not required that records be checked before the project was exhibited. After the fair, on September 20, 1982, the council passed a rule that records for all projects had to be checked before the project was exhibited.

Lewis Stallings was another member of the Buccaneers Club in 1982, but his steer project was allowed to show in the 1982 fair. Lewis Stallings did not acquire his steer from Harold Fryman. However, Lewis Stallings did not keep his steer on his own property. He kept it at his grandparents' property. Lewis Stallings was able to show and sell his steer at the **4-H** fair. Patsy Michels testified that Lewis Stallings' project was not brought before the council. She assumed that his steer was kept on his farm, and she did not know whether Lewis Stallings had his records in order. Don Fryman testified that Lewis Stallings was allowed to show his steer in the fair because it was at his grandfather's place, which was near to where Lewis lived. Don Fryman stated that Lewis Stallings' arrangement was no better than the arrangement that Mike Knakmuhs had with his steer. Don Fryman did not ask to see Lewis Stallings' records and did not know if those records were in compliance with 4-H requirements at the time of the fair.

John Knakmuhs testified that his wife, as leader of the Buccaneers Club, would help the members with their records at club meetings. She did not maintain and keep the records and she did not write information in the books. Mrs. Knakmuhs testified that only her children's record books were kept at her home. She would help children fill out the record books and she did not write anything in any of the record books. She felt that the record books of the children in the club were in order at the time of the fair but that no council member ever asked her if she kept or prepared any of the record books. Linda Koughn testified that her daughters kept their own records. Harold Fryman had signed each of the record books. Mr. Cal Cowsert, the regional director in charge of supervising the extension staff in Edwards County for the University of Illinois, testifying on behalf of the Respondent, testified that he was involved in the 4-H club in his area and that he would work with the children in his club with their record books and show them what to do. This help was entirely proper.

The steers of Jeannine and Mike Knakmuhs were both raised at their home. Both steers were ready and had been delivered to the fairgrounds prior to the fair. No council members asked to see the records on these steers and the records were ready by fair time. Jeannine and Mike Knakmuhs' steers were not allowed to show at the fair and did not sell at the fair. They sold at the local stockyard. Harold Fryman testified that he observed Mike Knakmuhs' steer when it was delivered to the fairgrounds in **1982,** and it was in very good condition. Harold Fryman testified that Mike Knakmuhs' steer in **1981,** which was champion in the lightweight class, was smaller, shorter in length, and shorter in height than his **1982** steer. Harold Fryman testified that Jeannine Knakmuhs' steer in **1982** was a good-sized steer and had

favorable characteristics as to height and length. The steer she had in 1982 was a lot bigger than the steer she had in 1981, which had won a champion prize. Weight is one of the considerations made in an animal's placing in the fair. The reserve champion that Jeannine had in 1981 weighed 1,050 pounds. Jeannine's steer in 1982 weighed 1,100 pounds. Jeannine Knakmuhs' steer would have done very favorably in the fair in 1982. Her steer would compare closely to the top steers.

The steer projects for Anna Koughn and Christina Koughn were not allowed to show at the fair and they did not sell at the fair auction. They also sold at the local stockyard. These steers remained at Harold Fryman's property. These steers were ready to be shown at the fair. No one asked to see records for these steer projects and the records were ready. Harold Fryman testified that these steers were healthy, not wild, and had been delivered to the fairgrounds prior to the fair. Harold Fryman did not feel that these steers would have won top awards at the 1982 fair, but they would have sold at the fair auction.

The steer project for Micah Fryman was not allowed to show at the 4-H fair. It did not sell at the auction. It, too, sold at the local stockyard. This steer project was kept at Micah's home and the steer was ready to be shown. It had been delivered to the fairgrounds. No one asked Micah for his records on the project and the records were ready. Harold Fryman testified that Micah's steer in 1982 would have compared favorably with the top steers that won awards. The steer that Micah was planning to show in the 1982 fair was a champion at a show in Carmi, Illinois, the month before the Edwards County fair.

Ross Helmy testified that after the fair, he and

Martha Speir went to the Buccaneers Club and asked to see the books and records, but the records were not provided. Jeannine Knakmuhs admitted that she did not turn in her records for her project and club records for the year 1982. Martha Speir, home extension advisor, testified that no records were turned in for any of the Claimants' projects for 1982, even though there were awards and prizes available for recordkeeping.

Two project books for the Koughn children were submitted as evidence at trial.

The importance of refusing to allow the children to show their steer projects was that the steers could not be sold at the fair auction. The annual **4-H** stock sale held in the week after the **4-H** show, gives **4-H** club members with steer projects a chance to sell their animals for more than the fair market value. Bankers, feed stores, other businesses in the area and relatives come and bid on the animals, customarily in excess of the fair market price. Members of the business community feel they are helping **4-H** children who raise stock projects. If the information that these steers were not legitimate projects but were actually animals of Harold Fryman became public information, the stock sale would be jeopardized. This was discussed at length at the Sunday night, July 18, meeting.

Ross Helmy testified that at the **1982** steer auction, all of the eligible steers, other than the Buccaneers' steers, were sold at the auction. He stated that the price brought at the **4-H** auction is normally higher than the price brought at a normal sale through the stockyard. Mr. Helmy could not recall any times where a child sold an eligible steer at the auction where no one bid on the steer. If that happened, the steer would sell at the local stockyard for the market price. Steers sold at the auction

always bring more money than what the stockyard pays. Mr. Helmy stated that of all the steers sold at the 1982 fair auction, the lowest selling steer sold for $721. The only Buccaneer allowed to sell at the sale was Lewis Stallings, and his steer sold for $908. Glenn Woodrow testified that the total average of the auction in 1982 was higher than it had been before or since.

John Knakmuhs testified that the steers for his children in 1982 were better than the steers that they had in 1981. Jeannine Knakmuhs testified that her steer in 1982 was built better and looked better and weighed more than her steer in 1981. In 1981, her steer won reserve champion and sold for $1,021.51. In 1980, her steer had won grand champion. Micah Fryman testified that he had entered his 1982 steer in other competitions that year and that that steer was a champion steer in that competition and he had won a trophy. This is the same steer that was not allowed to show at the Edwards County fair. Mike Knakmuhs testified that in 1981, his steer won lightweight champion at the Edwards County fair. In 1982, his steer was not allowed to show at the fair. It sold at the stockyards for $593.60. In 1981, his steer sold at the fair for $935.75. His steer in 1981 weighed 985 pounds. His steer in 1982 weighed 1,060 pounds.

The Claimants who could have shown their steers at the fair but for the council's decision, sold their steers at the local stockyard. Anna Koughn sold her steer for $580. Christina Koughn sold hers for **$544.50.** Jeannine Knakmuhs sold hers for $616. Micah Fryman sold his steer for $635.10 and Mike Knakmuhs sold his steer for $593.60. The steers weighed as follows: Anna, 965 pounds; Christina, 990 pounds; Jeannine, 1100 pounds; Micah, 1095 pounds; and Mike, 1060 pounds. The

average price for the steers that sold at the 1982 Edwards County 4-H auction was more than $1.06 per pound. The minimum sale price was $.70 per pound. The premium money for a champion steer would not be more than $10 or $12 in the 4-H program. The big money to be paid on a steer project is if you can sell it at the 4-H auction and get some merchant or banker to pay $500 or $1,000 more than the stockyard price.

Harold Fryman stated that the two steers for which records were submitted, the projects of Christina and Anna Koughn, were "B" quality steers and were not the best of the steers. Harold Fryman testified that he had an agreement with the child where he would receive $550 for the animals and the feed, each. The animals cost him about $250 to $275 and the basic feed cost was approximately $250, so that with the other expenses, he would not make a profit from the projects. With regard to the steers kept as projects for the two Koughn children and Sherri Lomas, Harold Fryman voluntarily waived the right to the $50 reimbursement for feed and was paid only for the steer. With regard to the steers of Kathy Fryman and Lori Myers, the steers were butchered and Harold Fryman and each family received half of the beef. There was no testimony as to the fair market value of the dressed, processed and packaged beef. There was also no testimony offered indicating what the Buccaneers' steers would have sold for had they been allowed to sell at the 4-H auction.

Claimants' steers that were not butchered by the owners were sold to the stockyards for the fair market value. There was no proof offered as to what they would have brought had they been bought at the 4-H auction by any potential bidder.

Harold Fryman made reference to the possibility of

selling animals to the 4-H club members in future years, but no evidence was presented as to what the animals would cost, what he would have received, or what profits might be derived from the transaction by him. No proofs were offered that Harold Fryman had ever made a profit in the cattle business or would seek a profit on 4-H projects.

A further meeting was held by the council on August 25, 1982. The club members were invited to join other 4-H clubs as the Buccaneers Club was voted out of existence after a stormy meeting.

The University of Illinois is by law authorized to provide for county extension councils and issue guidelines and procedures concerning operations, and is authorized to plan extension education programs including 4-H club work. The ***Guide to County Extension Councils*** describes the functions of county extension councils. An important function is to cooperate with extension personnel in planning an educational program in agriculture, home economics, 4-H and youth community resource development, and subjects relating thereto. Respondent's Exhibit 7 describes projects and activities and states the purpose of 4-H projects and activities. 4-H members are to select at least one project and complete one or more learning goals related to the project during the year. The 4-H council necessarily has the authority to set out guidelines for competition. The project leader should help the 4-H member select materials or animals and teach them the knowledge and skills needed to conduct the project. The beef manual, Respondent's Exhibit 3, gives guidance to a youngster on raising and caring for a beef animal. The leader's handbook describes some show requirements for a beef animal, including that the animal must be owned by the member.

The Edwards County **4-H** project and activity book for 1982 county shows, titled "Pass It On," admitted as Respondent's Exhibit ***5,*** states that the duties of the **4-H** council include analysis and determination of county events. General Rule 3 states that project exhibit requirements will be set up annually by the **4-H** council and will be determined by the requirements of the project books. General Rule ***5*** provides that no club member may exhibit any animal or article which is not part of his or her **4-H** project. General Rule 6 requires record books on projects be up to date. General Rule 9 requires that all **4-H** projects must be shown on the date of the **4-H** show or no prize money will be received. General Rule 25 states that in the event of any disputes or unforeseen circumstances, the **4-H** council shall make the official ruling. General rules with regard to the show or fair, set out on page 19, include that animals that cannot be led into the ring may not receive any premium or prize money. The general rules as set out in the green book state that all beef and steer projects must be in the possession of the club member by January 1 in order to show and sell at that year's **4-H** show. The **4-H** council also has the authority to change the rules.

The Law

It is clear that Claimants Kathy Fryman and Lori Myers have no cause of action since the evidence is uncontroverted that they could not have shown their steers at the 1982 Edwards County fair because of wildness in the one case and disease in the other case. The remaining Claimants claim that the extension council tortiously interfered with their business relationships in that the council conducted a woefully inadequate investigation and then wrongfully barred the

Buccaneers Club members, except Lewis Stallings, from showing their steers at the county fair. By the council's ruling, the Claimants were denied the opportunity of putting their steers up for bid at the **4-H** auction and had to sell their steers at the local stockyard for fair market value, and were denied the chance of receiving a higher amount based on the bidding of merchants and relatives.

Both the actions of the council and Harold Fryman's reactions thereto and his actions as leader led to the punishment of the children Claimants herein. It is a shame that they missed out on a chance to reach the lofty goals of 4-H. Instead, they saw the results of the pettiness of men at its worst.

Unfortunately, this punishment does not lead to a recovery under the law. Claimants allege that the Edwards County **4-H** council conspired to maliciously injure the Claimants. The theory of Claimants is that Respondent tortiously interfered with Claimants' business relationships.

All parties agree that the elements of the tort of tortious interference with a business relationship include:

(a) The existence of a valid business relationship or expectancy;

(b) Knowledge of the relationship or expectancy on the part of the interferer;

(c) An intentional interference inducing or causing a breach or termination of the relationship or expectancy;

(d) Resultant damage to the party whose relationship or expectancy has been disrupted. The interest

protected is the reasonable expectation of economic advantage. *Zamouski v. Gerrard* (1971), 1 Ill. App. 3d 890.

The Claimant must prove each and every element and his or her damages by a preponderance of the evidence to prevail.

Illinois law requires the interference to be intentional, unjustified, and malicious. If the interference is justified or with just cause, the interference is not actionable. ***(Audition Division, Ltd. v. Better Business Bureau*** (1983), 120 Ill. App. 3d **254; *Getschow v. Commonwealth Edison*** (1982), 111 Ill. App. 3d **522; *Crinklev v. Dow Jones & Co.*** (1978), 67 Ill. App. 3d 869.) It is also the law of Illinois that as the degree of enforceability of a business relationship decreases, the extent of permissible interference increases. ***Belden*** Corp. ***v. Znternorth Znc.*** (1980), 90 Ill. App. 3d 547.

Claimants appear to fail at the outset on element (a), because it would appear that the **4-H** beef projects are not a business. The steer project for each child is supposed to be an educational experience. All of the extension council members serve without pay. The leaders of the club serve without pay. Claimant Harold Fryman testified he was not making a profit out of the sale of the steers to the children. It would appear from the testimony that, at best, he broke even and probably took a loss on each steer. His reward was the teaching of the 4-H club members. On element (b), the Claimants also fail. While the council members had knowledge of the **4-H** auction, it is a fair finding that none of the council members considered 4-H a business consisting of business relationships.

Element (c) is not as clear cut because of the nature of the investigation as it affected the children. However,

there is no question that the 4-H council had the power to disqualify an entire club should it choose to do so and there was no business to interfere with. There was enough reasonable cause to draw the projects into question. Harold Fryman's actions at the Sunday meeting as leader and his failure to attend the Monday morning meeting under the time constraints of the beginning of the fair make the council's decision more palatable. The council can make, change and enforce the rules as they see fit. It cannot be said that the council acted maliciously as a matter of law.

The Claimants fail completely on element (d). They have not proven damages as is their burden. ***(Rivera v. Zllinois*** (1985), 38 Ill. Ct. Cl. **272.)** For their failure to prove damages alone, the claims of each Claimant should be denied. Harold Fryman failed to prove any present loss, any loss for future years, or any contracts or business he lost. He presented no proof of any business relationships wherein he suffered any loss of profit or that anyone refused to deal with him because of the actions of the 4-H council. The council members testified no one told him he could not sell beef projects to 4-H clubs. The children who would have been able to show their steers, but for the actions of the council, each sold their steers at fair market value. No proof was presented by anyone that they would have paid more at the auction. To guess what would have been bid at an auction where goodwill is the incentive is too speculative. The children had only a mere expectancy of gain. ***(Beldon Corp. v. Znternorth Inc.*** (1980), 90 Ill. App. 3d 547.) While damages may be inferred in this type of case, here it is just too speculative. ***Getschow, supra.***

Respondent raises the affirmative defense that the Edwards County extension council's actions were all

discretionary official actions and therefore privileged conduct not actionable in tort. The State only incurs liability when the acts complained of are ministerial and not discretionary. ***Rosenbaun v. State*** (1975), 30 Ill. Ct. Cl. 560.

The Court does not have to reach this issue because Claimants have failed to prove the elements of intentional interference with business interests. However, it appears the council was acting in its discretion, however inanely this was done. As long as their actions did not rise to the level of maliciousness, which is the case with the council, then such actions are not actionable and are privileged. ***Audition Division,*** Ltd. ***v. Better Business Bureau*** (1983), 120 Ill. App. 3d 254.

It is therefore ordered, adjudged and decreed that the claims of each Claimant be denied.

(Nos. 84-CC-3559, 85-CC-0380 cons.—Claimant awarded $300.00.)

ALFREDO VARGAS and CECIL CALVERT ODOM, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

Order on denial *of* petition for rehearing *filed* May 22,1990.

LOUIS E. NEUENDORF & ASSOCIATES, for Claimant Cecil Calvert Odom.

NEIL F. HARTIGAN, Attorney General (JOHN BUCKLEY, Assistant Attorney General, of counsel), for Respondent.

PRACTICE AND PROCEDURE—*rehearing* petitions—requirements. Pursuant to section 790.220 of the rules of the Court of Claims, a party seeking a rehearing must file six copies of a petition for rehearing with the clerk of the Court of Claims within 30 days after the filing of the opinion in the case, and the petition must briefly state the points which were allegedly overlooked or misapprehended by the Court, with supporting authorities and suggestions.

SAME—petition for rehearing denied—requirements of section 790.220 ***not followed.*** The Claimant's request for a hearing in review of a judgment resulting in the payment of $300 in full and complete satisfaction of the Claimant's complaint was denied, since the Claimant's request for a hearing did not comply with the requirements of section 790.220 of the rules of the Court of Claims pertaining to petitions for rehearing.

BURKE, J.

This cause coming to be heard upon Claimant Cecil Calvert Odom's request for hearing in review of the judgment entered December 19, 1988, the Court being fully advised in the premises finds:

1. That on December 21, 1988, a letter from Chloanne Greathouse, deputy clerk, and a check in the amount of **$300** was sent to Cecil Calvert **Odom** and Louis **E.** Neuendorf & Associates;

2. That on January 23,1989, Claimant Cecil Calvert Odom filed with the Court of Claims a letter requesting a hearing and a review of the judgment entered;

3. That section 790.220 of the rules of the Court of Claims (74 Ill. Adm. Code 790.220) states:

"A party desiring a rehearing in any case shall, within 30 days after the filing of the opinion, file with the Clerk 6 copies of his petition for rehearing. The petition shall state briefly the points supposed to have been overlooked or misapprehended by the Court, with authorities and suggestions concisely stated in support of the points."

4. That Claimant failed to comply with said rule.

It is therefore ordered:

Claimant's request is denied and the judgment entered on December 19,1988, remains in full force **and** effect; a draft in the amount of ***$300*** shall be reissued, said amount being in full and complete satisfaction of Claimant's complaint.

(No. 85-CC-0381—Claimant awarded $487.50.)

JOHNNIE VEAL, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed January 23, 1990.

JOHNNIE VEAL, pro *se*, for Claimant.

NEIL F. HARTIGAN, Attorney General (LANCE T. JONES, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—inmate moved—State takes possession of property—bailment created. When an inmate of a State penitentiary is moved and the State takes exclusive possession of the inmate's property, a bailment is created, and any loss or damage to the property while it is in the State's possession raises a presumption of negligence which the State must rebut by evidence of due care, but the effect of this rule does not shift the ultimate burden of proof from the inmate to the State, since it merely shifts the burden of going forward.

CONVERSION—essence of conversion. The essence of a conversion is not the acquisition of property by a wrongdoer, but wrongfully depriving a person of property he or she is entitled to possess,'and a conversion consists of an act in derogation of the plaintiff's possessory rights as opposed to the act of accepting surrendered property which results in the creation of a bailment.

PRISONERS AND INMATES—inmate's property conuerted—award granted based on established value. An award was granted to an inmate of an Illinois penal institution for the established value of the items of personal property which were taken from his cell when he was reassigned to a segregation unit after being assaulted while being escorted from a dining room, since the State was guilty of conversion in taking the inmate's property and failing to return it.

RAUCCI, J.

Claimant Johnnie Veal, an inmate of an Illinois penal institution, has brought this action to recover the value of certain items of personal property which he alleges were taken during his incarceration.

On May 26,1984, Claimant, while being re-escorted from the inmates' dining room and to Claimant's assigned housing unit, was violently assaulted and beaten to the ground by several attacking inmates who

struck Claimant with iron pipes about the head and body area and attempted to stab him with homemade knives. Claimant was immediately escorted to the institution's hospital for medical treatment. After receiving treatment, Claimant was not allowed to return to his assigned housing unit, but was instead assigned to the control segregation unit of the institution. At no time on May **26, 1984,** nor any time thereafter did the Claimant receive his personal property.

Claimant alleges that the items of property taken from him included one Sharp, black & white, **12"** television, one Panasonic radio, cosmetics, foods, clothing, miscellaneous items and photographs, all of which had a value of **$487.50.**

In ***Arsbery v. State*** (1978), **32** Ill. Ct. Cl. **127,** a riot occurred in the cellhouse, rendering the cellhouse uninhabitable, and all of the prisoners were evacuated from the cellhouse and transferred to other locations within the institution. Arsbery's stereo had been extensively damaged during the time a work crew was brought in to make the cellhouse liveable again.

This Court stated that when Respondent removed the prisoners from Claimant's cellblock, it took exclusive possession of all property contained therein. **Arsbery,** at **129.** The Court further stated that the loss or damage to bailed property while in the possession of the bailee raises a presumption of negligence which the bailee must rebut by evidence of due care. ***Arsbery.*** The effect of this rule is not to shift the ultimate burden of proof from the bailor to the bailee, but simply to shift the burden of proceeding or going forward with the evidence. ***Arsbery.***

However, Claimant in this claim brings it for the conversion of his property by the State of Illinois.

Therefore, this case is dissimilar to the class of cases where an inmate, being transferred from one institution to another, surrenders his personal property to prison authorities so that it can be transferred from the old institution to the new. ***(Jordanv. State*** (1977), 32 Ill. Ct. Cl. 184.) In such cases there is a type of bailment, and proof of negligence on the part of the bailee is part of Claimant's case.

In ***Jordan v. State,*** prison authorities conducted a shakedown inspection of the cells in Claimant's cellblock. At the conclusion of the search, Claimant met the guard who had searched his cell coming downstairs with Claimant's radio in his arms. The guard said that Claimant could have his radio if he could produce a permit for it. However, by the time Claimant found his permit, his radio had already been hauled out of the building.

The Court in ***Jordan*** found an outright conversion of plaintiff's property. By taking the property from him and then failing to return it, Respondent was guilty of a conversion of his property:

"The gist of a conversion has been declared to be not the acquisition of the property by the wrongdoer, but the wrongful deprivation of a person of property to the possession of which he is entitled. A conversion consists of an act in derogation of the plaintiff's possessory rights, and any wrongful exercise or assumption of authority over another's goods, depriving him of the possession, permanently or for an indefinite time, is a conversion * * *" (53 Am. Jur. Trover and Conversion 822), citing ***Jordan,*** at 185.

A conversion has occurred of Claimant Johnnie Veal's personal property. Claimant has established the value of various items of his personal property at **$487.50.**

It is therefore ordered, adjudged and decreed that the Claimant be awarded the sum of **$487.50** in full settlement of this claim.

(No. 85-CC-0442—Claim denied.)

COUNTY OF COOK, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed June 22, 1987.

Order on motion for reconsideration filed May 24, 1990

JUDE WEINER, for Claimant.

NEIL F. HARTIGAN, Attorney General (KATHLEEN O'BRIEN, Assistant Attorney General, of counsel), for Respondent.

OFFICERS AND PUBLIC EMPLOYEES—court-ordered awards to county employees based on racial discrimination—not expenses reimbursable by State. Summary judgment was entered for the State of Illinois on a claim by a county seeking reimbursement for court-ordered awards made to certain employees of the County Department of Public Aid on the basis of racial discrimination, since the record showed the employees were clearly county employees, there was a clear distinction between the failure to pay holiday pay, overtime pay, and other payroll-type expenses and discrimination against employees on the basis of race, and the awards in question were not administrative expenses which could be reimbursed to the county by the State.

OPINION

PATCHETT, J.

This cause comes on for hearing upon the motion for summary judgment filed herein by the Claimant, County of Cook. The Court has considered the Respondent's response to the Claimant's motion for summary judgment, and all the documents contained therein. In addition, the Court has considered the oral 'arguments made on September 23, 1985, in reference to this case and a similar, but nonrelated, case, ***County of Cook*** *v.* ***State*** (1987), *40* Ill. Ct. Cl. 143.

The aforementioned case arises from the Cook County Circuit Court case of Merrill v. Drazk. There, a county was found liable for failure to provide the same benefits for certain Cook County employees as they did for other Cook County employees. This Court decided a

very similar case in the ***County*** of ***Cook v. State*** (1983), 36 Ill. Ct. Cl. 68. That case arose out of a Cook County Circuit Court case, ***Best v. Daniel,*** 42 Ill. App. 3d 401, 355 N.E.2d 556. That case involved the failure to pay overtime to Cook County employees who were administering a State of Illinois program pursuant to statute. Prior to January 1, 1974, Cook County Department of Public Aid workers administered certain State programs, and the State reimbursed Cook County for the administrative expenses of that program. This Court has held, both in ***County*** of Cook ***v. State,*** 78-CC-1087, and in the recent ***County*** of ***Cook v. State*** (1987), 40 Ill. Ct. Cl. 143, that court-ordered awards against Cook County for those employees should be reimbursed by the State pursuant to statute. However, this case arises out of *Liberles v.* Daniel (1983), 709 Fed. 2d 1122. This is a Federal court case in which an award **was** entered against the county of Cook, and in favor of the plaintiffs, based on race discrimination. In addition, the State's potential liability in this case was fully litigated in Federal court. That court, specifically Judge John Powers Crowley, very specifically held that it was the expressed legislative intent prior to January 1,1974, that Cook County Department of Public Aid employees be employees of Cook County. Judge Crowley relied on ***Merrill v. Drazk*** (1975), 62 Ill. 2d 1, 338 N.E.2d 164. Judge Crowley had both the State and Cook County in court as defendants. He had the chance to hear all the evidence, consider all the applicable law, and to make a ruling on the issue of liability. The court believes that there is a very important distinction to be made between failing to pay employees for holiday pay, overtime pay, and other like payroll-type expenses, and the discrimination against employees on the basis of race. Both the Federal district court and the seventh circuit court of

appeals rejected the argument that the State forced the county to discriminate. In addition, racial discrimination violates State guidelines and State statutes. Therefore, this Court finds that court-ordered awards made to plaintiffs on the basis of racial discrimination are not administrative expenses which can be reimbursed to the county by the State of Illinois. Therefore, we deny the summary judgment that has been asked for by the Claimant, and we enter judgment for the Respondent.

ORDER ON MOTION FOR RECONSIDERATION

PATCHETT, J.

This cause comes on for hearing upon the Claimant's motion for reconsideration. The Court allows the late filing of the motion to reconsider. The Court has reviewed the motion to reconsider and finds nothing new contained therein.

For the reasons previously stated, the motion to reconsider is hereby denied.

(No. 85-CC-0914—Claim denied.)

JAMES FAUSCH, Claimant, *v.* BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, Respondent.

Opinion filed October 10,1989.

LEONARD M. RING & ASSOCIATES **(GARY** D. LEIGH, of counsel), for Claimant.

SIEGAN, BARBAKOFF & GOMBERG (NORMAN **P.** JEDDELOH, of counsel), for Respondent.

NEGLIGENCE — STATE **not *insurer*** of ***invitees' safety.*** The **State of Illinois is**

not an insurer of the safety of invitees on State property, but it must only exercise reasonable care for their safety.

SAME—burden of proof. The burden of proof in a negligence action is on the Claimant who must prove by a preponderance of the evidence that the State was negligent.

SAME—invitees injured in fall on State property—burden of proof. In order to recover in the Court of Claims, an invitee who has been injured in a fall on State property must show that the premises were in a defective condition, that the defective condition was created by the State as owner of the premises or that a defective condition was in existence for such a period of time as to allow the State to know of it and to correct it, and that the defective condition caused the injury.

SAME—invitees—no duty to protect from known dangers. The State of Illinois has no duty to protect an invitee on State property against dangers which are known, or which are ***so*** obvious and apparent that the invitee may reasonably be expected to discover them.

SAME—obvious dangers—invitee's responsibility to discover. A visitor is responsible to see any open and obvious area presenting a danger, and he **or** she is thus expected **to** discover such areas, and a landowner is not required to give precautions **or** warnings where such dangerous areas are evident in order to exercise the duty of reasonable care toward invitees.

SAME—***fall through snow chute at parking lot—no breach of duty—claim denied.*** The Court of Claims denied a claim for the personal injuries sustained when the Claimant fell through snow chute in a parking lot at a State university, since the Claimant failed to prove the existence of any defective condition in the parking lot, the lights at the lot allowed the Claimant to see the cars parked on either side of the chute, the safety rails were in place and in compliance with the applicable building codes, and there was no evidence to cause the State to foresee an invitee such as the Claimant would use the parking lot as a urinal after consuming alcohol at the lot.

RAUCCI, J.

On November 18, 1983, Claimant alleges that he was injured when he fell four floors through an open snow chute which was part of a University of Illinois-Chicago parking garage and sustained serious injuries in said fall. Negligence was alleged against Respondent on the grounds that it negligently supervised, controlled and maintained said parking lot, negligently allowed an open chute upon the fourth floor of its parking lot without adequate guard rails, and negligently allowed an opening to exist on the fourth floor level of the

parking lot. Claimant's fall through the snow chute and his resulting injuries are not disputed by the parties. However, a number of questions of fact are at issue.

Claimant testified that he accompanied five friends in a van from Indiana to the University of Illinois-Chicago in hopes of attending a rock concert at the Chicago Pavillion. The driver of the van entered the Pavillion parking facility after paying a parking fee and proceeded to the fourth and uppermost level to park. Claimant and his friends then had mixed drinks made from liquor in the vehicle. Claimant had a whiskey and cola at this time and consumed another drink during the drive. The party then proceeded to the concert ticket office where they were informed that the concert was sold out. They returned to their vehicle at the top of the parking facility and began mixing another drink when they encountered a university police officer who instructed them to vacate the premises. Alcoholic beverages are not allowed on university property.

Claimant testified that he asked the police officer where the restroom facilities were located in the parking facility. The officer responded that there were no facilities at the parking lot. The officer, Gordon Hartman, testified that he had seen Claimant and his party drinking and requested they vacate the premises. He had no recollection of a request for restroom facilities by Claimant or others in the party.

Claimant testified that he then walked away from the vehicle parked near the center of the top level and proceeded toward the outer perimeter of the structure to find a place to urinate. He stated the lights were operating at this time. However, because the lights were situated in the center and not placed around the outer edge of the structure, it was allegedly very dark near the

snow chute located on the east wall of the lot. Claimant stated that as he walked toward the outer perimeter of the lot, he walked into the two pipes placed horizontally across the opening of the chute, tripped over them and fell into the snow chute head first, eventually landing on his back four stories below. Claimant said he never saw the pipes before falling.

After the fall, Claimant was taken to Cook County Hospital where he was diagnosed as having sustained a colles fracture, fracture of the right distal radius, right hemeral superficial neck fracture, fracture of the left ankle and a compression fracture at L-2.

Claimant presented no witnesses to corroborate his contention that the lighting was inadequate near the snow chute. He stated that he was able to *see* cars parked along the wall next to the snow chute. Respondent presented Kenneth Belford, an architect employed by the university in charge of reviewing the plans and construction of the structure. He testified that the lighting was in compliance with all applicable codes and standards. Officers Hartman and DeFalco of the university police also testified that the lighting was functioning properly and the snow chute was clearly visible without the use of flashlights.

The manner in which Claimant fell is disputed. Claimant stated he walked forward facing the rails barring the snow chute, flipped over them, and fell head first into the chute. He stated he managed to grasp a cable during his fall, which allowed him to right himself before hitting the ground. The barrier rails in question were located at heights of approximately one foot and three feet from the floor, placed horizontally across the opening of the chute. The rails were approximately 4% inches in diameter and were removable to allow snow

plows to push snow down into the chute. **A** 17-inch wide ledge extended from the center line of the pipes to the edge of the chute opening.

Officer DeFalco was dispatched immediately after the accident to the parking structure with another officer to make certain the safety rails protecting the snow chute were still in place. He testified that the rails were in place and the lighting provided visibility of the snow chute. Officer DeFalco further stated that the Claimant told him he had backed up and fell through the chute. The officer stated he could see no way that anyone could go over the rails without climbing over them after reexamining the accident scene.

Dr. Robert **A.** Kirschner, a forensic pathologist serving as deputy chief medical examiner in the office of the medical examiner of Cook County, Illinois, testified as an expert witness on behalf of Respondent. Dr. Kirschner's medical specialty is the evaluation of injuries and making deductions based upon such evaluations which explain how specific injuries were incurred. Dr. Kirschner testified that Claimant's injuries were not consistent with a fall head first. There were no bruises or abrasions to the face indicated in Claimant's medical records or photographs which were admitted into evidence by agreement of the parties. The type of fractures suffered **by** Claimant support the conclusion that he fell feet first landing on his side and back. Dr. Kirschner further stated that it was unlikely that Claimant could have grabbed a cable as he fell and righted himself before landing as the head is the heaviest part of the human body. Claimant's wrist fracture would not have been caused by grasping the cable, in Dr. Kirschner's opinion. Dislocations of the shoulder or elbow would have more likely resulted if Claimant had grabbed the cable.

Both Dr. Kirschner and Eleanor Burman, head of the blood toxicology laboratory at Cook County Hospital, testified that Claimant's blood-alcohol level was .135 milligrams percent several hours after the accident. Dr. Kirschner stated that this level of blood alcohol coupled with the prescription drug Mellaril, which Claimant had taken that day, would have resulted in impaired judgment, reduction of gross coordination, limitation of fine motor coordination and the likelihood of reduced night vision. Briefly, Claimant would have had diminished ability to act in his own best interest. Claimant offered no testimony of witnesses at the scene or medical personnel to support his version of the accident.

The State is not an insurer of the safety of invitees, but must only exercise reasonable care for their safety. (See ***Fleischer v. State*** (1983), ***35*** Ill. Ct. Cl. 799.) The court has further held that the burden of proof in a negligence action is upon Claimant and that Claimant must prove by a preponderance of the evidence that the State was negligent. (See ***Hoekstra v. State*** (1985), 38 Ill. Ct. Cl. 156; ***Hill v. State*** (1978), 32 Ill. Ct. Cl. 482; ***Levy v. State*** (1988), 22 Ill. Ct. C1.694.) Before Claimant, as an invitee, is able to recover, he must show that the premises were in a defective condition, that the defective condition was created by the State as owner of the premises or that a defective condition was in existence for such a period of time as to allow the State to know of it and to correct it, and that the defective condition caused the injury. (See ***Mullen v. State*** (1985), ***38*** Ill. Ct. Cl. 44.) There is no obligation to protect an invitee against dangers which are known, or which are so obvious and apparent that the invitee may reasonably be expected to discover them. See ***Genaust v. Illinois Power*** Co. (1976), 62 Ill. 2d 456, 343 N.E.2d 465.

Claimant offered no evidence that showed the design or construction of the parking lot and snow chute to be defective. The defect alleged is the existence of the snow chute without adequate lighting or warning of the chute's existence. The testimony of Officer DeFalco and Mr. Belford and photographic evidence illustrating the lighting and snow chute are persuasive in reaching a determination that any danger to an invitee was open and obvious. ***Sepsey v. Archer Daniels Midland*** Co. (1981), 97 Ill. App. 3d 867, **423** N.E.2d 942, held that a visitor is responsible to see any open and obvious area and thus is expected to discover them. **A** landowner is not required *to* **give** precautions or warnings where such dangers are evident in order to exercise the duty of reasonable care toward invitees.

Claimant has failed to prove the existence of any defective condition at the parking lot. The lights were functioning and, by his own admission, allowed him to see cars parked on either side of the snow chute. The safety rails over the opening to the snow chute were in place before and after the accident and were in compliance with all applicable building codes. There was no evidence presented to cause Respondent to foresee an invitee using the parking lot as a urinal. The Claimant testified he was told there were no restroom facilities on the premises by a policeman. Respondent exercised reasonable care under the facts of this case.

How Claimant fell into the chute is disputed. However, as there was no breach **of** any duty owed him, it is unnecessary **to** discuss whether or not he was contributorily negligent. In the absence of any negligence by Respondent, the Claimant is barred from any recovery.

It is therefore ordered, adjudged and decreed that this claim is denied.

(No. 85-CC-1427—Claim denied.)

SAM A. MASSALONE, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed November *28,1989.*

SAM MASSALONE, pro se, for Claimant.

NEIL F. HARTIGAN, Attorney General (CHARLES R. SCHMADEKE, Assistant Attorney General, of counsel), for Respondent.

JURISDICTION—*alternative* **remedies must be exhausted.** The Court of Claims Act requires that a person filing a claim with the Court must first exhaust all other remedies and sources of recovery, whether administrative, legal or equitable.

GUARDIANSHIP—*wards* **under** *Juvenile* **Court Act—State not legal guardian under Parental Responsibility Law. For** purposes of the Parental Responsibility Law, the State of Illinois is specifically excluded from the definition of a legal guardian and is not subject to the law when a juvenile is made a ward of the State pursuant to the Juvenile Court Act.

HOSPITALS AND INSTITUTIONS—*automobile* **stolen and damaged by** *ward of* **State—Claimant did not exhaust other remedies—claim denied.** In an action arising from an incident in which a ward of the State stole and damaged the Claimant's automobile, the Court of Claims denied any relief, since the record showed the Claimant had failed to exhaust his other remedies prior to filing the action in the Court of Claims, and even if those remedies had been exhausted, there would have been no ground for relief because the home where the ward resided was not the type of facility for which coverage is provided by the Escaped Inmate Damages Act, the juvenile was a ward pursuant to the Juvenile Court Act, and the State was therefore not subject to the Parental Responsibility Law.

PATCHETT, J.

The Claimant brought this action to recover $1,023.

The Claimant cited the Escaped Inmate Damages Act (Ill. Rev. Stat., ch. **23,** par. **4041)** as a basis for this claim. At the hearing before a Commissioner of this Court, the Claimant additionally asserted that the State should be liable pursuant to the provisions of the Parental Responsibility Law **(Ill.** Rev. Stat., ch. 70, par. 51 ***et seq.***).

Mr. Massalone's automobile, a **1973** Comet Mercury, was allegedly stolen on September **29, 1984,** and subsequently seriously damaged. The alleged offender was a ward of the State and was, at the time, a resident of the Catholic Children's Home (hereinafter referred to as Home) in Alton, Illinois. The Illinois Department of Children and Family Services (hereinafter referred to as DCFS) had entered into a contract with the Home to provide services to the subject ward. Carol Borders, a licensed specialist employed by DCFS, testified at a hearing at the Home that a duly-licensed private child care institution was obligated to provide supervision of the youths in the facility. She further testified that the Home operates independently of the State. On cross-examination, Borders stated that such agencies licensed by DCFS have responsibility for supervising their residents for ***24*** hours a day, seven days a week.

The Claimant and his wife, Carol Massalone, testified to the circumstances relating to the alleged theft and their efforts to determine liability subsequent to the recovery of the automobile. They testified that the automobile had **a** value of approximately $950, and they provided evidence that the cost of repairs to the automobile would exceed that value. The State did not dispute that the Massalone car was stolen by one of its wards.

However, the State did argue that the Court of

Claims did not have jurisdiction over this case because Mr. Massalone failed to exhaust all alternative remedies prior to bringing this claim. Section 25 of the Court of Claims Act states, "Any person who files a claim in the court shall, before seeking final determination of his or her claim, exhaust all other remedies and sources of recovery, whether administrative or judicial * * *." (Ill. Rev. Stat. 1987, ch. 37, par. 439.24—5.) In addition, Court of Claims rules specifically provide that "* * * the claimant shall, before seeking final determination of his claim before the Court of Claims, exhaust all other remedies, whether administrative, legal or equitable." 74 Ill. Adm. Code 790.60.

Claimant stated that he had gone to the Home and talked to its office personnel after the theft. He indicated that he was informed that the Home did not have insurance to cover the damages. However, the Claimant did not present any evidence that he pursued recovery against the Home directly. This seems to violate the requirements previously cited about exhausting other remedies prior to coming to this Court. See ***Boe v. State*** (1984), 37 Ill. Ct. Cl. 72; *Lyons v. State* (1981), *34* Ill. Ct. Cl. 268.

Even if the Claimant had,pursued his other remedies, we feel that this Court would still be unable to grant the relief sought by him. The State of Illinois is specifically excluded from the ddfinition of legal guardian under the Parental Responsibility Law when, as in this case, a juvenile is made a ward of the State pursuant to the Juvenile Court Act. In ***Rogers v. State*** (1987), 32 Ill. Ct. Cl. 257, this Court held that the State is not subject to the Parental Responsibility Law where the minor, as in this case, is under custody order pursuant to the Juvenile Court Act. Furthermore, this Home is not

the type of facility for which coverage is provided by the Escaped Inmate Damages Act. Therefore, we must deny this claim either under the Escaped Inmate Damages Act or under the Parental Responsibility Law, and we further deny this claim for reason that the Claimant failed to exhaust his other remedies prior to bringing the claim. For the reasons stated above, we therefore deny this claim.

(No. 85-CC-2097—Claim dismissed.)

MICHAEL R. TREISTER, M.D., and RONALD WILCOX, M.D., Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed October 11, 1989.

WILLIAM L. SILVERMAN, for Claimants.

NEIL F. HARTIGAN, Attorney General (STEVEN SCHMALL, Assistant Attorney General, of counsel), for Respondent.

PUBLIC AID CODE—***Medical Assistance Program is payor of last resort.*** The Medical Assistance Program administered by the Department of Public Aid is a payor of last resort as to all services for which a third-party liability carrier, such as the Federal Medicare Program, has or may have primary payment responsibility, and this policy assures that payments made by the Department only supplement other benefits and coverage which are available to pay for a recipient's medical care.

SAME—Vendors under Medical Assistance Program—duty to report efforts to collect from third-party liability carriers. The effective enforcement of the Department of Public Aids policy being a payor of last resort under the Medical Assistance Program requires that vendors fully report to the Department their efforts to obtain payment from third-party liability carriers in accord with the Department's ***Handbook*** For ***Physicians*** when invoicing their charges to the Department, including the completion of the Third-party Liability Code section of the invoice form.

SAME—Medical Assistance Program—time limit on submitting invoices. The rules of the Department of Public Aid with regard to invoices from vendors under the Medical Assistance Program require that invoices be

submitted to the Department within six months following denial-disposition by a third-party liability carrier, and the initial invoices must be received within six months following the date the services were rendered or the goods were supplied.

SAME—*Medical Assistance Program claims—vendors failed to comply with invoicing and reporting requirements—judgment for State.* Where the Claimants failed to comply with the invoicing and third-party-liability-carrier-adjudication reporting requirements applicable to the Department of Public Aid's Medical Assistance Program, judgment was entered against the Claimants and for the State pursuant to the State's motion for summary judgment, and the claims were dismissed with prejudice.

RAUCCI, J.

This section **11—13** vendor-payment action presents claims for medical services rendered by the two above-named physician Claimants to **13** patients, all being recipients under the Medical Assistance Program (MAP) administered by the Department of Public Aid (IDPA). In its departmental report, IDPA advises that it **had** previously paid Claimants in full for their services to seven of these recipient-patients, and that such payments, although less than Claimants' charges, represented the maximum amounts authorized under IDPA's pricing policy for the procedure-coded services identified in Claimants' invoices **(89** Ill. Adm. Code **140.400).**

Respondent has moved for summary judgment as to the remaining six patient accounts on the grounds:

(a) that payment of a portion of one account, and the related services, had previously been made to Claimant Treister as part of a "surgical package";

(b) that five of the accounts involve unauthorized charges for "concurrent care," duplicating services which other physicians had performed, invoiced and been paid for by IDPA;

(c) that a third-party liability (TPL) insurance camer's refusal to pay its share of charges on one account was not properly reported by Claimant Wilcox on his IDPA invoice; and

d) that, as to four of the six accounts, Claimants either failed to submit their charges to IDPA so as **to** allow for the Department's receipt of their invoices within the times prescribed by IDPA Rule 140.20, or failed to establish that such invoices had ever been received by IDPA.

Due notice of IDPA's report and Respondent's motion having been given, the Court, being fully advised, finds as follows:

Surgical-Service Package Components. Dr. Treister's claim for patient Delarosa's December 14, 1981, services concerns one of several medical procedures, including a surgical procedure, which he had rendered to the patient on that date. IDPA had paid him for the surgical or operative procedure and he seeks payment here also for a related service, application of a leg cast, following surgery on the patient's ankle. Under IDPA's MAP ***Handbook*** For ***Physicians*** policy, a physician's invoiced charge for surgical services is considered as including and covering all services provided by the physician in relation to that surgery. The vendor-payment made in response to such charge thus constitutes payment for a surgical-service package, including all of the separate, surgery-related medical procedures rendered prior to and following the surgery.

"The charge [and thus the payment] made for an operative procedure includes the pre-surgical examination, and complete post-operative care for a minimum period of 30 days, including customary wound dressings." (*Handbook For* Physicians, ch. 200, Topic A-262).

If, as in the instant claim, the physician charges the Department for a surgery-related service component after having received a vendor-payment for the operative procedure, IDPA will refuse payment with the notice-explanation that the invoice contained a charge "for a procedure/visit considered a part of the surgical service package" for which the physician has previously been paid by the Department ***(Handbook*** For ***Physicians,*** in Appendix A-5). In effect, the physician is here seeking additional payment for one component of a service package, after having been paid for the entire

package. IDPA's *Handbook* policy expressly precludes any additional payment for such surgery-package components.

Concurrent Care. Dr. Treister. contests IDPA's payment denials concerning patients Delarosa (October 1981 services), Harrington, Kunjasic, Mojica and Serrano, for a succession of daily or periodic "subsequent, limited service" hospital visits. The Department reports that in each instance another physician, usually the patient's attending physician, had charged and been paid for the same services to the patient, rendered on the same dates of service as those for which Dr. Treister is charging. The attending physician is typically the patient's admitting or primary physician.

IDPA's MAP permits payment for routine, daily care and treatment only as rendered by the physician having primary responsibility for the hospitalized patient's management. IDPA policy expressly states that:

"* * * there is no provision for reimbursement for daily or intermittent routine concurrent care *by a second physician,* with or without a prior consultation." *(Handbook For Physicians,* ch. 200, Topic A-262: Emphasis in original.)

Payment for consultation by a second physician is authorized when necessitated by a patient's condition, if properly invoiced as such. Specialized services of one or more additional physicians will also be eligible for payment, "should the complexity of a recipient's condition necessitate" such services, if restricted to "that period of time necessary to resolve the complexity or complication," and provided each physician satisfactorily explains and justifies his or her specialized treatment, in a written narrative, when invoicing his or her services for **IDPA's** payment consideration. See ***Handbook* For *Physicians.*** Thus, the occasion for such specialized, concurrent care must be made apparent in each instance.

As to these five patients, IDPA reports that Dr. Treister's invoices characterized his services as routine, maintenance of care visits, without accompanying explanation or justification. This establishes that his hospital visits paralleled—and perhaps duplicated—those visits on the same dates of service by the patients' respective attending physicians. As his services were not MAP-covered, they are not entitled to vendor-payment.

Reporting TPL Adjudication or Disposition. The MAP is payor of last resort as to all services for which a third-party liability (TPL) carrier, such as the Federal Medicare program, has or may have primary payment responsibility.

"This MAP policy, described in IDPA's medical handbooks, assures that the Department's payments serve only to supplement, and not duplicate or replace, other benefits and coverage which are available to pay for a recipient's medical care." (*Riverside Medical Center v. State* (1988), **40 Ill. Ct.** Cl. 279.)

Effective enforcement of this policy requires that vendors make a full report to IDPA of their prior efforts to obtain payment from TPL carriers, in accordance with IDPA ***Handbook*** requirements, when invoicing their charges to the Department. If the carrier has denied liability, the vendor is obligated to make a timely report of that denial to IDPA by accurately completing the TPL Code section of the invoice form being submitted to IDPA. The report enables the Department to investigate and, if necessary, challenge the carrier's justification for refusing payment.

Dr. Wilcox alleges a single invoice of his charges for patient Cruz' services, prepared 27 months after the services had been rendered and **22** months after Medicare had denied liability. The invoice could not have been received by IDPA within six months following Medicare's denial-disposition, as required by

subsection (c)(3) of IDPA Rule 140.20 **(89** Ill. Admin. Code 140.20(c)**(3))** Further, the invoice's TPL Code section contains no entries which would have reported to IDPA that the Cruz account had been billed to Medicare or that Medicare had denied the existence of Part **B** coverage, even though IDPA records show that Cruz had such coverage available. We conclude Respondent has no payment obligation for these services, as Claimant failed to comply with applicable TPL-adjudication reporting requirements or with IDPA's invoice-receipt deadline.

Tardy Invoice Submittal. Claimants prepared their initial DPA-form invoices for the Cruz, Harrington, Mojica and Serrano accounts from **10** to 27 months after having rendered their services to these patients. They offer no proof that the **Cruz** and Serrano invoices were ever received by **IDPA.** If **IDPA** 'had acknowledged receipt of these two invoices, then Claimants should have been able to produce or identify IDPA's voucher-responses to, them and thus plead the previous "action taken" by the Department when presenting their claims, as required by section 790.50 of the Court of Claims Rules (74 Ill. Adm. Code 790.50(a)(3)(B)). See our Feb. **26, 1988,** opinion in ***Franciscan Medical Center v. State*** (1988), 40 Ill. Ct. Cl. 272.

In a series of decisions, this Court has given recognition to IDPA's regulatory requirement that vendors' initial invoices, charging **for** goods and services supplied to recipients, must be received by the Department within six months following the date services were rendered or goods supplied, in order for Respondent to be liable for paying such charges. ***(Weissman v. State*** (1977), 31 Ill. Ct. Cl. 506; ***Rush Anesthesiology Group v. State*** (1983), 35 Ill. Ct. Cl. **851;**

St. Joseph's Hospital v. State (1984), 37 Ill. Ct. Cl. 340; *St. Anthony Hospital v. State* (1984), 37 Ill. Ct. Cl. 342; *Mercy Hospital v. State* (1985), 38 Ill. Ct. Cl. 389 and 38 Ill. Ct. Cl. 388; *Bethesda Hospital v. State* (1986), 39 Ill. Ct. Cl. 299; *Louis A. Weiss Memorial Hospital v. State* (1986), 39 Ill. Ct. Cl. 299; *Riverside Medical Center v. State* (1986), 39 Ill. Ct. Cl. 301; *St. Bernard Hospital v. State* (1986), 39 Ill. Ct. Cl. 300; *Rock Zsland Franciscan Hospital v. State* (1987), 39 Ill. Ct. Cl. 100; *Canlas v. State* (1987), 39 Ill. Ct. Cl. 150; *Krakora v. State* (1987), 40 Ill. Ct. Cl. 233, no. 87 CC 399; *Simon v. State* (1987), 40 Ill. Ct. Cl. 246; *Pinckneyville Medical Group v. State* (1988), 41 111. Ct. Cl. 176; and *Passavant Area Hospital v. State* (1988), 41 Ill. Ct. C1.222.) We have also considered exceptions to the six-month invoicing deadline, available in certain circumstances under subsection (c) of IDPA Rule 140.20. *Rock Island Franciscan Hospital v. State* (1984), 37 Ill. Ct. Cl. 343; *Franciscan Medical Center v. State* (1988), 40 Ill. Ct. *C1.274; Riverside Medical Center v. State* (1988), 40 Ill. Ct. Cl. 275; and *Pilapil* v. *State* (1988), 41 Ill. Ct. Cl. 217 and 41 Ill. Ct. Cl. 223.

As noted in its report, IDPA's policies pertaining to payment for surgical-service packages and concurrent care, and to timely invoicing and TPL-adjudication reporting, are explained in its *MAP Handbook For Physicians.* The Department reports that it had issued a copy of this *Handbook* to each MAP-participating physician upon the physician's initial enrollment in the program. *By* consulting the *Handbook* explanations of payment-refusal codes, Dr. Treister would also. have understood the reasons stated ("Surgical Package Previously Paid" and "Hospital Visit Disallowed") on vouchers issued by IDPA in response to his invoices.

It is hereby ordered and adjudged that Respon-

dent's motion for summary judgment is granted, Claimants having been paid in full as to seven of the subject accounts, and having failed to comply with IDPA policy requirements applicable to the remaining six accounts, as discussed above. Judgment is hereby entered against Claimants and in favor of Respondent on the subject claim; and said claim is dismissed with prejudice.

(No. 85-CC-2294—Claim dismissed.)

TAMMY SANTILLI, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order on motion to dismiss filed November 30,1989.

F. JAMES FOLEY, JR., for Claimant.

NEIL F. HARTIGAN, Attorney General (ARLA ROSENTHAL, Assistant Attorney General, of counsel), for Respondent.

JURISDICTION—***alternative remedies must be exhausted.*** Section 25 of the Court of Claims Act and section 790.60 of the rules of the Court of Claims require that a person filing a claim with the Court must first exhaust all other remedies and sources of recovery, whether administrative, legal or equitable, and that requirement is mandatory.

HIGHWAYS—potholes in street—injuries resulting from automobile accident—other remedies not exhausted—claim dismissed. A claim for the personal injuries arising from an automobile accident allegedly caused by the State's negligence in allowing an unnatural accumulation of snow and ice in potholes in the street where the accident occurred was dismissed with prejudice, since the Claimant failed to exhaust her other remedies when she voluntarily dismissed her lawsuit against the city which had contracted with the State to perform snow removal operations on the street.

RAUCCI, J.

This cause coming on to be heard on the motion of Respondent to dismiss the claim herein, due notice

having been given the parties hereto and the Court being fully advised in the premises, the court finds:

The Claimant has filed a complaint seeking damages for personal injuries she sustained in an automobile accident which occurred on the southbound lanes of Cicero Avenue under the Edens Expressway overpass in the City of Chicago, County of Cook, State of Illinois. Claimant has alleged in her complaint that the Respondent owed Claimant the duty to exercise reasonable care and caution in the operation, management, maintenance and ownership of said Cicero Avenue and its approaches and appurtenances.

Claimant further alleged in her complaint that the Respondent was guilty of one or more of the following acts of negligence.

(a) allowed potholes to form and remain;

(b) allowed ice and snow to accumulate in said potholes unnaturally; and

(c) failed to properly maintain and clean said street.

Section 790.60 of the rules of the Court of Claims (74 Ill. Adm. Code 790.60) and section 25 of the Court of Claims Act (Ill. Rev. Stat. 1987, ch. 37, par. 439.24—5) require that any person who files a claim before the Court of Claims shall, before seeking final determination of his claim by this Court, exhaust all other remedies and sources of recovery whether administrative, legal or equitable.

It is incumbent upon Claimant, Tammy Santilli, to exhaust such remedies and sources of recovery before seeking final determination of her claim by the Court of Claims. In this case, Claimant should pursue any remedy

or recovery from the city of Chicago since it had contractual responsibility with the State of Illinois to perform snow removal operations including, but not limited to, plowing and or salting, on the portion of Cicero Avenue which passes beneath the viaduct of Edens Expressway.

Claimant attempted to pursue her remedy against the city of Chicago by filing a lawsuit in the circuit court of Cook County entitled ***Santilli v. City of*** Chicago (No. 84-L-17965). The city of Chicago admitted in its responses to request to admit that it had snow and ice removal responsibilities for Cicero Avenue at the site of the accident. However, on December 9, 1988, Claimant voluntarily dismissed the claim against the city of Chicago.

The court in Lyons ***v.*** State (1981), 34 Ill. Ct. C1.268, granted Respondent's motion to dismiss for failure to exhaust remedies, stating that:

"the requirement that Claimant exhaust all available remedies prior to seeking a determination in this Court is clear-and definite in its terms * * *" (Lyons, 271.)

The Court further held that if it were to waive this requirement,

"the requirement would be transformed into an option, to be accepted or ignored according to the whim of all claimants * * * we believe that the language of Section 25 of the Court of Claims Act (cite omitted) and Rule 6 of the Rules of the Court of Claims quite clearly makes the exhaustion of remedies mandatory rather than optional * * *." **(Lyons,** 272.)

Claimant's voluntary dismissal of her action against the city of Chicago is not a final disposition of a remedy since the dismissal was Claimant's option rather than a final determination of the issues by the Court. It should not be the concern of either Respondent or this Court that Claimant, Tammy Santilli, has chosen to disregard the requirements of section 790.60 of the rules of this

Court and section 25 of the Court of Claims Act (Ill. Rev. Stat. 1987, ch. 37, par. 439.24—5) by voluntarily dismissing her claim and it thus remains incumbent on said Claimant to exhaust all remedies or sources of recovery before seeking final determination of her claim by this Court.

Section 790.90 of the rules of the Court of Claims (74 Ill. Adm. Code 790.90, entitled "Dismissal") mandates that "Failure to comply with the provision of section * * * 790.60 (Rule 6 of the rules of the Court of Claims) * * * shall be grounds for dismissal."

It is therefore ordered that the Respondent's motion be, and the same is hereby granted, and the claim herein is dismissed with prejudice.

(Nos. 86-CC-0929, 87-CC-1318, 89-CC-3279 cons.—Claimant in No. 86-CC-0929 awarded $37,629.13; Claimant in No. 87-CC-1318 awarded $30,997.01; Claimant in No. 89-CC-3279 awarded $407,086.91.)

A & H PLUMBING AND HEATING CO., F.E. MORAN, INC., and THORLIEF LARSEN & SON, INC., Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed June 8, 1990.

MCNELLA & GRIFFIN (MARSHA MARAS, of counsel), for Claimant A & H Plumbing and Heating Co.

PASQUESI, CENGEL & PASQUESI, P.C. (THOMAS A. PASQUESI, of counsel), for Claimant F.E. Moran, Inc.

QUERREY & HARROW, LTD. (PAUL T. LIVELY, of counsel), for Claimant Thorlief Larsen & Son, Inc.

NEIL F. HARTIGAN, Attorney General (ERIN O'Connell, Assistant Attorney General, of counsel), for Respondent.

STIPULATIONS—*stipulations not binding on Court of Claims.* The Court of Claims is not bound by stipulations between the parties to a claim before the Court.

LAPSED APPROPRIATIONS—multiple claims for insufficient lapsed money—award based on earliest claim filed. When there are multiple claims for the same lapsed funds and the amount of money lapsed is insufficient to satisfy all of the claims in full, the policy of the Court of Claims is to make awards based on the order in which the claims were filed, with the earliest claim being paid first.

SAME—standard procedure for paying lapsed appropriation claims. The customary process for paying a lapsed appropriation claim involves the inclusion of the Court of Claim's awards for those claims in the Court of Claims Special Awards Bill, which contains awards which the Court is unable to pay directly, and conditioned upon the approval of the bill by the General Assembly and the Governor, the Office of the Court of Claims then causes a voucher to be sent to the Comptroller for generation of a warrant made payable to the Claimant in satisfaction of the judgment.

SAME—multiple claimants—stipulations rejected—awards granted—special procedure. In proceedings where three claimants filed lapsed appropriation claims, the lapsed funds were insufficient to pay all **of the** claims in full and one **of** the claims was subject to lien actions by subcontractors, the Court of Claims first denied the Claimants' requests to dismiss pursuant to stipulations, then made awards in full satisfaction of the first two claims filed, and then made a special award to the final claim which was subject to lien actions by subcontractors, under which the Court retained jurisdiction for purposes of ordering how the proceeds of any funds appropriated for the award will be distributed and to determine whatever issues remain unresolved.

MONTANA, C.J.

Claimants **A** & H Plumbing and Heating Company, Inc., F. E. Moran, Inc., and Thorlief Larsen & Son, Inc., brought these claims seeking compensation for construction work done for the Respondent's Capital Development Board (hereinafter referred to as the CDB) on Project 810-072-001, the Oakton Community College.

A & **H** Plumbing and Heating Company, Inc., filed its claim on October **25, 1985.** In relevant part, it alleged in its verified complaint the following:

1. On or about September 9, 1977, it was awarded a contract by the Capital Development Board (CDB) to perform certain plumbing work at

Oakton Community College, Phase I. A copy of said contract awarding such. work is attached hereto and incorporated herein by reference as Exhibit 1.

2. Pursuant to the contract, the original contract price was **$698,650.00** for the work to be performed thereunder, but during the course of construction, additions were made increasing the amount of the contract price by an additional $18,678.92 and deductions were made in the amount of **$3,756.88** resulting in an adjusted contract price **of** $713,572.04.

3. The CDB has made payments to **A** & H in the amount of **$675,942.91** leaving an unpaid contract balance due **A** & H of **$37,629.13** after allowing all credits and deductions.

4. A & H has performed all work and all conditions precedent required of it under its contract with the CDB and the aforesaid **$37,629.13** is now due and owing to **A** & H by the CDB.

5. **A** & **H** has not assigned or transferred this claim for said unpaid contract balances and is the true owner of the claim now brought against the CDB.

6. Although often demanded, the CDB has failed and refused to pay any portion of the contract balance currently owed to **A** & H.

F.E. Moran, Inc., filed its claim on December 10, 1986, seeking $30,997.01. In relevant part, F.E. Moran, Inc., alleged in its verified complaint the following:

1. Moran is an Illinois corporation with offices at **2265** Carlson Drive, Northbrook, Illinois.

2. On **or** about September 9, **1977,** Moran and CDB entered into a contract wherein Moran was to furnish certain ventilation and air distribution work at Oakton Community College for which Moran was to be paid the sum of **$863,600** (attached and incorporated herein is a copy of said contract).

3. From time to time during the performance of Moran's duties certain changes in the contract were agreed to by the parties. The total agreed-upon contract price including the agreed-to changes was $893,889.53.

4. Moran has fully and completely performed all of the work agreed to and all of its responsibilities under the contract.

5. CDB has paid Moran **$862,892.52.**

6. After demand, CDB has refused to pay the remaining unpaid balance of **$30,997.01.**

Thorlief Larsen & Son, Inc., filed its **claim** on April 20, **1989,** seeking **$536,469.63.** Thorlief Larsen & Son, Inc., filed a standard lapsed appropriation form complaint alleging that it made demand for payment to

the CDB but the demand was refused on the grounds that the funds appropriated for the payment have lapsed. Incorporated in and attached to the form complaint was another complaint wherein the Claimant further explained the nature of the claim. In relevant part, the Claimant made the following verified allegations:

1. This claim is for breach of contract and recovery is sought under section 8(b) of the Court of Claims Act. (Ill. Rev. Stat., ch. **37,** par. 493.8(b).)

2. Claimant is a corporation organized and existing under the laws of the State of Illinois with its principal place of business located in Itasca, Illinois. The Respondent is an agency created by the State of Illinois.

3. As of September **9, 1977,** Claimant and Respondent entered into a written contract for the construction of the project described as "General Work Oakton Community College Phase I." A true and correct copy of the contract is attached hereto and made a part hereof as Exhibit **1.**

4. The contract provides that Claimant is to be paid a base contract price of $5,361,780 subject to adjustment for change order additions **and** deletions and for fees on change order work of assigned contractors.

5. During the course of Claimant's work on the project, the contract price was adjusted by change order word by a net increased amount of $409,817.59. Of that amount, **$370,492.24** represents change orders which have been processed by Respondent and $39,415.35 represents change orders which have not yet been processed by Respondent.

6. In addition, Claimant has earned **$4,486.97** in fees on the change order work of contractors assigned to it under the contract.

7. Based upon the foregoing adjustments, the adjusted contract price is $5,776,084.56. To date Claimant has been paid **$5,229,735.50** leaving due and unpaid **$546,349.06.**

8. Claimant has previously submitted on February **2, 1989,** and then again on March **13, 1989,** to the Respondent to the attention first, of Robert Pierce and then of Bruce Boncyzk a request for payment of the $546,349.06. On April **3, 1989,** Respondent denied the request because of lapsed appropriations.

9. Respondent's failure to act and failure to pay the **$536,469.63** constitutes a breach of the contract.

10. Claimant has satisfactorily performed its obligations under the contract, or in the alternative, is excused from strict performance.

11. Claimant is the owner of the claim asserted herein by virtue of being a party to the contract.

12. Claimant has made no assignment or transfer of the claim.

13. Claimant is justly entitled to the amount claimed herein after allowing Respondent all just credits.

14. Claimant believes the facts alleged in this complaint to be true.

15. Neither this claim nor any claim arising out of the contract has been previously presented to any person, corporation or tribunal other than the State of Illinois except that Claimant is alleging that, to the extent the contract balance is not paid by Respondent, it is entitled to a set-off in the case entitled ***Board of Trustees of Community College District No. 535 v. Perkins & Will Architects, Inc.***, docketed in the circuit court of Cook County, Illinois, as No. **82** L 3456. No credits on account of the allegation of set-off have yet been realized.

Attached to this complaint were various letters and documents supporting the allegations.

On April **27,** 1990, the parties to the A & **H** Plumbing and Heating Company, **Inc., claim filed a** joint stipulation which in pertinent part states **as** follows:

1. The claim was brought for services provided for the Claimant for work on Oakton Community College. Capital Development Board project No. **810-072-001,** CDB contract No. **8-1131-42.** Claimant herein is seeking **$37,629.13** based on work done pursuant to said contract.

2. The services for which this claim is made were performed to the specifications and satisfaction of the Capital Development Board.

3. The project funds and contingency funds for Oakton Community College Capital Development Board Project No. **810-072-001** have been depleted. No additional money is available for payment of this claim.

4. The Respondent agrees that had the Oakton Community College, Capital Development Board Project No. **810-072001** not been depleted, the Capital Development Board would have paid the Claimant, A & H Plumbing and Heating Co., Inc., **$37,629.13.**

Wherefore, the parties respectfully move this Court to enter an order dismissing the claim herein.

On May 16, 1990, the parties to the **F.** E. Moran, Inc., claim filed a joint stipulation which in pertinent part states as follows:

'1. That this claim was brought for certain ventilation and air distribution work performed by Claimant on Phase I of the Oakton Community College, CDB Project No. 810-072-001, CDB Contract No. 8-1133-44.

2. That the services for which this claim is made were performed to the specifications and satisfaction of the Capital Development Board.

3. That the project funds and contingency funds for Phase I of the Oakton Community College, Capital Development Board Project No. 810-072-001 have been depleted. No additional money if available for payment of this claim.

4. The Respondent agrees that had the Oakton Community College, Capital Development Board Project No. 810-072-001 funds not been depleted the Capital Development Board would,have paid the Claimant, F. E. Moran, Inc. $30,997.01.

Wherefore, the Respondent respectfully moves this court to enter an order dismissing the claim herein without prejudice.

Less than a week later, on May 21, 1990, the parties to the Thorlief Larsen & Son, Inc., claim filed a joint stipulation which in pertinent part states as follows:

1. This proceeding was commenced by the filing of a complaint for recovery of a lapsed appropriation, pursuant to section 790.50(d) of this Court's rules, in the amount of $546,349.06. The amount was incorrectly stated on the face of the Complaint as $536,469.63. The correct amount is particularized on Exhibit 2 to the Complaint, and the parties further stipulate that the complaint is amended on its face to read $546,349.06 instead of $536,469.63.

2. The appropriation lapsed as of September 30, 1985, for Capital Development Board (CDB) Project No. 810-072-001, CDB Contract No. 8-1130-41 by and between the Claimant and the CDB (the Contract). The Contract is for the construction of the project described as General Work, Oakton Community College Phase I (the Project).

3. The appropriation lapsed because the Project User, the Oakton Community College, filed a suit in the circuit court of Cook County, Illinois, against the CDB's architect, its various prime contractors, including Claimant, and the prime contractors' sureties for the Project. This suit is entitled Board *of* ***Trustees of Community College District No. 535 v. Perkins & Will Architects, Inc.***, and is docketed as No. 82 L 3456 (the User Suit). The User Suit alleged various design and construction deficiencies against the defendants. As a result of the User Suit, Respondent stopped making payments to Claimant and the appropriation for the Project subsequently lapsed on September 30,1985.

4. After protracted negotiations between the User and the defendants, the User Suit was settled. A copy of the settlement agreement between the User and the Claimant was delivered to the CDB, and as a consequence of the settlement, the CDB has released any and all claims it might have against the Claimant arising out of the construction of the Project. On February 21, 1990, the User Suit was dismissed with prejudice.

5. Based upon the settlement and dismissal of the User Suit, Claimant is entitled to be paid the contract balance due under the Contract.

6. The Claimant's claimed Contract balance of $546,349.06 consists of

three components: base contract amount, change orders to the base contract amount for extra work to the Contract which the CDB acknowledges was authorized but which has not yet been approved for payment by the CDB because of the filing of the User Suit ("Authorized Extra Work"), and change orders to the base contract amount for extra work to the Contract which Claimant contends was requested by the CDB but which the CDB has not yet approved or disapproved because of the filing of the User Suit (Undetermined Extra Work).

7. The CDB agrees that it will process for payment the Authorized Extra Work and will promptly review and consider for approval the Undetermined Extra Work.

8. ,The CDB asserts that Change Order No. 61 to the Contract is a proper change order; however, Claimant disputes that assertion.

9. With respect to the Undetermined Extra Work and Change Order No. 61 described in the foregoing Paragraphs 7 and 8, the parties further stipulate and agree that to the extent those matters cannot be resolved by the parties, Claimant shall file a separate action for recovery in the Court (the Separate Action). Respondent acknowledges that the Separate Action will be timely filed.

10. For purposes of this action, the CDB acknowledges and agrees that not less than $517,251.02 is due Claimant as follows:

Original Contract Amount	$5,361,780.00
Plus Change Order Additions	381,904.24
	$5,743,684.24
Minus Change Order Deductions	(28,356.26)
	$5,715,327.98
Plus RFPs not processed	56,284.97
	$5,771,612.95
Minus RFPs not processed	14,747.00
Net Contract Amount	$5,756,865.95
Less Payments	5,239,614.93
Net Contract Balance	$ 517,251.02

11. The amount of the lapsed appropriation is $475,713.05 for which Respondent further stipulates and agrees judgment should be entered in favor of Claimant with the balance of $41,537.97 to be the subject of Claimant's Separate Action.

12. Allowing the entry of judgment now in this action in the amount of the lapsed appropriation of $475,713.05 will give the CDB the additional time needed to approve for payment the Authorized Extra Work, to evaluate the Undetermined Extra Work, ,and to combine the results of the approval and evaluation with the Admitted Balance as the subject matter of Claimant's Separate Action.

13. In addition, allowing the entry of judgment now in this action will satisfy the Project User's request that funds be released to facilitate the implementation of the settlement reached by the User with Claimant. The User has represented to the CDB that it seeks prompt resolution of this action *so* that Claimant can perform certain remedial work at the Project in the coming summer months "so as to avoid undue disruption and hazard to [the User's] students and staff."

14. There are presently pending in the circuit court of Cook County, Illinois, in a consolidated proceeding (the Lien Action) the following lien claims against public funds filed by certain subcontractors of Claimant pursuant to Ill. Rev. Stat., ch. **82,** par. 23 (the Mechanic's Lien Act):

Engineered Erection Company	**$ 27,935.00**
Du-AI Floor Company, Inc.	$ 10,054.00
Kleich & Galanis Kontractors, Inc.	**$250,782.00**

15. Claimant has represented to the CDB that it believes it will be able to deliver to the CDB within approximately **30** days certified copies of Court orders dismissing the above mechanic's lien claims in the Lien Action.

16. To the extent that Claimant cannot provide such Court orders, the proceeds of any judgment entered on the basis of this joint stipulation shall be paid into the Clerk of the Court hearing the Lien Action for further distribution pursuant to section 23(a) of the Mechanic's Lien Act.

17. In the interest of reducing the time and expense of trial and in recognition of Claimant's right to payment, Respondent consents to the entry of judgment in favor of Claimant and against Respondent in the amount of **$475,713.05,** it being understood and agreed that Claimant hereby reserves the right to pursue the balance of its claim by the separate action in this Court.

This Court is not bound by such stipulations and, based on the record before us, we cannot wholly acquiesce in approving these now before us. The entire record in each case consists primarily of the complaint and stipulation. (Some discovery is on file in the A & H Plumbing and Heating Company, Inc., case.) Based on our reading of the stipulations, we find that all three Claimants are vying for the same lapsed funds and that an insufficient amount of money lapsed to satisfy ***in toto*** all of the claims. In such circumstances, it is the Court's policy to make awards on a FIFO basis. (Aurora ***College v. State*** (1985), *37* Ill. Ct. Cl. 321.) Claimant A & H Plumbing and Heating Company, Inc., filed its claim first. For that reason we will deny the parties' request to

dismiss and, based on the stipulation, grant an award in that case in the amount of **$37,629.13.**

Claimant F.E. Moran, Inc., filed its claim next. We will therefore deny the Respondent's request for dismissal of that claim and, based on the stipulation, we will grant an award in that case in the amount of **$30,997.01.**

The claim by Thorlief Larsen & Son, Inc., presents different issues. First; at paragraph 10 the CDB acknowledged that not less than **$517,251.02** was due the Claimant. At paragraph **11** the CDB agreed that an award in the lesser amount of **$475,713.05** should be made. That lesser sum is the amount which lapsed. The difference between the two amounts is **$41,537.97.** This difference was said at paragraph **11** to be the subject of a "separate action" to possibly be brought by the Claimant. Yet at paragraph 9 the possible "separate action" was described as involving matters the parties may not be able to resolve. Thus there is an ambiguity in that on the one hand the parties stated that the matter would be reserved because they may not be able to resolve the dispute and on the other hand the CDB agreed that the money was due. Regardless, this Court could not award the **$41,537.97** because it is clear that it did not lapse. Rather than allow the filing of a separate action for that balance,, we will keep this case open and retain jurisdiction. The parties may take whatever action they deem necessary following the entry of this order.

After subtracting the amounts we will award to A & H Plumbing and Heating Company, Inc., and to F.E. Moran, Inc., the lapsed balance left for the Thorlief Larsen & Son, Inc., claim is **$407,086.91.** Based on the record before us, we will award that sum.

Due to the amounts of the awards and to the fact that CDB bond money is involved (appropriation number **141-51184-4473-0376)** funding of the awards will entail legislative approval. In brief, the usual and customary process involves inclusion of the awards in what is commonly referred to as the Court of Claims Special Awards Bill. The Special Awards Bill contains the awards made by the Court which it is unable to pay directly. Each award is separately set forth in the bill and the bill provides for appropriating monies to the Court for the payment of the awards. Conditional upon approval of the bill by the General Assembly and the Governor, the Clerk's Office then causes a voucher to be sent to the Comptroller for generation of a warrant made payable to the Claimant in satisfaction of the judgment. The existence **of** the **liens in the Thorlief** Larsen & Son, Inc., claim presents an issue not regularly faced **by** this Court. **As** of the date this order is filed, the Claimant has not produced and filed with the Court certified copies of Court orders dismissing the lien actions. Provision for reservation of a portion **of** the award must be made for the possibility that the liens will continue to exist during and after the appropriations process. For that reason, the General Assembly, Governor, and Comptroller are advised that the proceeds of any appropriation made to fund the judgment entered in the Thorlief Larsen & Son, Inc., claim will not necessarily be dispersed directly to the Claimant. Portion of any appropriation may be directed to the appropriate circuit court or the lienholders by a later order from this Court. The Court of Claims urges those involved in the process of paying the judgment in the Thorlief Larsen & Son, Inc., claim to acquiesce in this somewhat irregular procedure in recognition of the CDB's statements at paragraphs **12, 13,** and **17** of the

joint stipulation. The award may be reduced depending on the existence of other claims made against the lapsed funds involved herein.

It is hereby ordered that:

1. Claimant F.E. Moran, Inc., be, and hereby is, awarded the sum of $30,997.01 in full and final satisfaction of its claim, No. 87-CC-1318;

2. Claimant A & H Plumbing and Heating Company, Inc., be, and hereby is, awarded the sum of $37,629.13 in full and final satisfaction of its claim, No. 86-CC-0929.

3. An award in the sum of $407,086.91 be, and hereby is, made in the claim of Thorlief Larsen & Son, Inc., No. 89-CC-3279, payment of 'which is not to be made until further order of this Court;

4. The Court will retain jurisdiction over Claim No. 89-CC-3279 for purposes of ordering how the proceeds of any funds appropriated for the award therein will be disbursed and to hear and determine whatever issues remain unresolved by this order including, but not limited to, what the parties referred to in their joint stipulation as "the Separate Action." Payment of the award in claim No. 89-CC-3279 will not be withheld pending final resolution of all issues therein, but shall be made as soon as reasonably practicable.

5. The Respondent is to advise the Court within 30 days of any other claims arising out of the project.

(*No.* 86-CC-2153—Claimant awarded $1,552.00.)

WILLIAM NEITZKE, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Opinion filed October 11,11989.

NILSON, STOOKALS & BOBROW, LTD. (STUART J. BOBROW, of counsel), for Claimant.

NEIL F. HARTIGAN, Attorney General (DANIEL BRENNAN, Assistant Attorney General, of counsel), for Respondent.

NEGLIGENCE—*personal injury—workers' compensation award granted—claim for accrued vacation granted in part—claim for sick leave denied.* Where the Claimant was injured while working as a highway maintainer and he subsequently received a disability award from the Industrial Commission pursuant to the Workers' Compensation Act, his claim for accrued vacation pay before the Court of Claims was granted only for the time period prior to his injury and the period before he went on disability leave, since the union contract under which he was working required that he actually return to work to be entitled to such vacation and sick leave.

SAME—medical bills—claim denied—bills within scope of workers' compensation cluim. The Claimant's attempt to recover for certain medical bills incurred with regard to the injuries he sustained while working as a highway maintainer was denied, since those bills arose long after he had been adjudicated totally disabled in Industrial Commission proceedings and they were within the scope of the continuing workers' compensation order.

SAME—claim against fellow State employees dismissed—only State is proper party. Section 8(d) of the Court of Claims Act provides that the Court of Claims is authorized to adjudicate tort claims against the State and that language indicates that only the State is a proper party in tort cases, and therefore the Claimant's attempt to recover damages from three fellow State employees was dismissed, since they could not be proper parties to an action before the Court of Claims.

RAUCCI, J.

Claimant, William Neitzke, filed a claim, sounding in tort, seeking compensation for personal injuries suffered by him during his employment, pursuant to section 8(a) of the Court of Claims Act. (Ill. Rev. Stat., ch. 37, par. 439.8(a).) The verified complaint filed in support thereof named certain individuals as agents of

the Illinois Department of Transportation (IDOT), as well as the State and, in addition to compensatory damages of **$1,000,000,** seeks punitive damages of $5,000,000:

Claimant, age **73** and married, was employed by the State of Illinois (IDOT)) as a highway maintainer beginning in February **1971.** On May **1, 1981,** while engaged in his employment, Claimant injured himself severely and was placed on temporary total disability by Respondent. Thereafter, a claim was filed by Claimant before the Illinois Industrial Commission (case no. **81-**WC-46056) for adjudication of his injuries and he remained on disability continuously from January **1982,** until August **1, 1984.**

Dr. Ben Camacko examined Claimant at the request of Respondent on April 23, **1984,** and based upon such examination and evaluation of the records of IDOT submitted to him by said agency, submitted two reports dated April 24, **1984,** and May 20, **1984,** and recommended in said reports that "the man can be employed, but he has to have certain restrictions."

In July **1984,** Respondent contacted Claimant for the purpose of obtaining light duty work for him, commensurate with Dr. Camacko's findings and Claimant failed to report to said light duty assignment as requested by Respondent.

Subsequently, discharge proceedings were initiated by Respondent, who based such action on job abandonment by Claimant because of his refusal to return to work. Claimant thereupon instituted proceedings before the Illinois Civil Service Commission (case no. D.A. 63—85). During these proceedings before the Civil Service Commission, Respondent rescinded its termination of

Claimant's employment and he was reinstated, together with all accrued disability benefits that he was entitled to during the period involved.

The Claimant then filed a petition before the Illinois Industrial Commission (case no. 81-WC-46056) wherein the arbitrator adjudged the Claimant to be completely disabled and awarded him the sum of $250.38 per week for life, as provided by statute.

On September ***28,*** 1988, we denied Claimant's motion to adjudicate claim of Claimant finding that "there is no authority for asserting punitive damages against the State of Illinois."

Claimant, in closing his proofs:at the hearing before the Commissioner, has asked that he be awarded approximately $22,000 **in** compensatory damages, apparently abandoning his original claim of $1,000,000, and bases such claim on what Claimant would have accrued for vacation time and sick time from January 1982, to November 1987. In addition, prior to his injury, Claimant has also accrued substantial vacation days, and during the course of these proceedings, Respondent has already stipulated that Claimant has accrued said vacation pay due and owing in the amount of $1,552, prior to his going on disability.

We have previously decided the issue of punitive damages against the Claimant. We also note that Claimant's counsel, by letter dated December 5, 1988, addressed to the Commissioner, requested that his arguments in support of the punitive damages issue as contained in his memo in support be ignored.

The claim of compensatory damages of $22,000 is based upon what Claimant would have accrued for vacation time and sick time from January 1982, to November 1987.

The issue of compensatory damages in the amount of $22,000 for accrued vacation and sick pay during Claimant's incapacity for the period from January 1982, to November 1987, is governed, as the Claimant has alleged, by the terms of a teamster's contract under which the Claimant is admittedly covered, the pertinent terms of which state:

"11.1 **Vacation sick leave * * *. In addition, commencing July** 1, 1979, **an employee going on service connected disability leave * * * shall accrue vacation and sick leave credits during such leave, as though working, the same** to **be credited to the employee upon the employee's return to work."** **(Underscoring supplied.)**

Under the above text of the teamster's contract, the Claimant would have had to return to work in order to qualify to receive such vacation and sick leave pay. In the case at bar, Claimant has never returned to work.

Accordingly, the claim of $22,000 must be denied. However, he is entitled to the accrued vacation pay prior to injury and before going on disability leave. Respondent has stipulated to the amount of $1,552.

In addition to the above issues, Claimant seeks to submit, for approval and payment by this Court, unpaid medical bills incurred long after his adjudication of being totally disabled by the arbitrator in the Industrial Commission proceedings. Obviously, these bills come within the scope of the continuing order **of** said arbitrator to pay the Claimant's related medical bills, which is within his sole jurisdiction. Therefore, the claim of Claimant for unpaid medical bills accrued subsequent to his adjudication of total disability is denied.

Claimant has also sought damages from several employees of IDOT, Fred Hoegler, Bill Piland, Joseph Kostur and Jacqueline Hickman. Section 8(d) of the

Court of Claims Act (Ill. Rev. Stat., 1987, ch. 37, par. 439.8(d)) specifically provides that this Court is authorized to adjudicate all claims against the State in cases sounding in tort. This language indicates that only the State of Illinois is a proper party defendant in tort cases. The aforesaid IDOT employees are dismissed as parties to this action.

It is therefore ordered, adjudged and decreed that Claimant William E. Neitzke is awarded one thousand five hundred fifty-two and no/100 dollars ($1,552.00) in full and complete satisfaction of this claim.

(No 87-CC-0304—Claimant awarded $1,080 00)

JENNIFER TAYLOR, a minor, by CHARLES TAYLOR and KAREN TAYLOR, Individually and as Next Friends, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

***Opinion filed* July 3,1989**

BORLA, KUBIESA & POWER, for Claimant.

NEIL F. HARTIGAN, Attorney General (DANIEL H. BRENNAN, JR., Assistant Attorney General, of counsel), for Respondent.

STATE PARKS AND RECREATION AREAS—*child gored* by ox *at State park—stipulation—award granted.* The Claimants' child was gored by the horn of an ox kept and maintained by the State at a State park, and pursuant to a joint stipulation of the parties, an award was granted in full satisfaction of the bodily injuries and medical expenses sustained.

POCH, J.

This matter comes before the Court upon the joint stipulation of the parties hereto. This claim sounds in tort and is brought pursuant to section 8(d) of the Court of Claims Act (Ill. Rev. Stat. 1983, ch. 37, par. 439.8(d)).

Claimants are Jennifer Taylor, an infant, and her parents, Charles Taylor and Karen Taylor, both individually and as next friends of Jennifer Taylor.

Claimant Jennifer Taylor sustained bodily injuries, and her parents sustained out of pocket medical expenses, when Jennifer Taylor was gored by the horn of one of two oxen kept and maintained by the Illinois Department of Conservation, at Lincoln's New Salem, State Park, in Sangamon County, Illinois.

We note that the parties hereto have agreed to a settlement of this Claim, and that Respondent agrees to the entry of an award in favor of Claimants in the amount of $1,080.

Based on the foregoing, Claimants, Jennifer Taylor, and Charles Taylor and Karen Taylor, both individually and as next friends of Jennifer Taylor, an infant, are hereby awarded the sum of one thousand eighty dollars and no cents ($1,080.00) in full and final satisfaction of these claims.

(No. 87-CC-0411—Claimant awarded $2,282.18.)

REVEREND JOE WOODS, D.D., Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed October **2,1989.**

REVEREND JOE WOODS, pro **se,** for Claimant.

NEIL F. HARTIGAN, Attorney General (JAMES C. MAJORS, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—*loss* of ***inmate's propew— State'sliability.*** The State is liable for the loss of an inmate's property when it has possession of the property and the property is lost through an unexplained act or event.

SAME—***lost property case—burden of proof.*** In order to sustain a claim for the loss of personal property, an inmate of a penal institution must plead and prove by a preponderance of the evidence that the property described was delivered to the exclusive possession of an agent of the State, that it was not returned to the inmate, that the State did not use reasonable care to insure return of the property, and that the property had a certain value, but once the inmate has proved the property was delivered to an agent of the State, a presumption of negligence on the part of the State arises if the property is lost or damaged while in the State's possession.

SAME—inmate's property lost—State presumed negligent—award granted. An inmate of a penal institution was granted an award to cover the loss of certain personal property, including a trial transcript, photographs, and other items, notwithstanding the fact that the transcript had been provided to the inmate at no cost and there was no testimony as to the value of the photographs, since the evidence showed that the inmate placed certain property in the sole and exclusive possession of the State, and certain parts of that property were not returned to him, thereby raising a presumption of negligence on the part of the State.

PATCHETT, J.

The Claimant in this case is an inmate in an Illinois penal institution. He has brought this action to recover the value of certain items of personal property which were lost during his transfer between various institutions. The Claimant has contended that the property in question was lost while in the actual physical possession of the State of Illinois, and that the State of Illinois is liable as a bailee for the return of that property.

This Court has consistently held that the State is liable where they have possession of personal property of inmates and the property is lost through an unexplained act or event. In Doubling ***v. State*** (1976), 32 Ill. Ct. Cl. 1, this Court set forth the standards which an inmate must meet in order to recover an award for the property. There, this Court held that Claimant must plead and prove, by a preponderance of the evidence, that the property described in the complaint was in fact

delivered to an agent of the Respondent, that it was not returned to the Claimant, that the Respondent did not utilize reasonable care to insure its return and the value of the property allegedly lost.

This Court has also consistently held that the State is not liable for the loss of property unless it is in the exclusive possession of the State. For instance, the State is not necessarily liable for the loss of property that an inmate keeps in his cell during that inmate's absence from that cell.

In the case of ***Tedder v. State*** (1987), **39** Ill. Ct. Cl. 47, we expanded on the holding in ***Doubling*** to indicate that the loss or damage to bailed property while in the possession of the bailee raises a presumption of negligence which the bailee must rebut by evidence of due care. Therefore, we feel that for the Claimant herein to recover in the present case, he must prove that the property described in the complaint was in fact delivered to an agent of the Respondent, that it was not returned to the Claimant, that the Respondent did not utilize reasonable care to insure its return and the value of the property allegedly lost. Expanding on the ***Doubling*** and ***Tedder*** cases, we feel that once the Claimant has proved that the property was in fact delivered to an agent **of** the Respondent, then there may arise a presumption of negligence upon the part of the Respondent if the property in question was lost or damaged while in his possession.

In the present case, we find, after reviewing a transcript of the evidence in this case, that in fact the Claimant did have certain personal property placed in the sole and exclusive possession of the Respondent. We further find that certain parts of that personal property were not returned to him, thereby raising the presump-

tion of negligence on the part of the Respondent. Finally, we have considered the evidence brought forth in the hearing as to the value of the items lost. Testimony at the hearing in this case indicated that the items lost by the Claimant included the following:

(a) 15 course and law books, total $500.00
(b) Dress shoes, total $45.00
(c) Six law books, total $398.85
(d) Webster's Dictionary, total $12.00
(e) Three tee shirts, total $24.00
(f) Two blue jeans, total $24.00
(g) Two blue jean jackets, total $28.00
(h) Paper, total $14.85
(i) Eight-track tapes, total $134.00
(j) Three transfer letterings, total $3.78
(k) Stencils, total $42.00

A more difficult situation arises as to the valuation of two other items of missing personal property. The first of these was a trial manuscript which had been provided to the Claimant free of charge while an indigent defendant in Cook County. At the time of the hearing before the Commissioner in this case, the inmate was attempting to pursue a post-conviction hearing. In order to pursue that post-conviction hearing, he had to have a copy of the trial transcripts. In attempting to obtain another transcript, he was informed that it would cost him the sum of $955.70. This evidence was admitted, and no rebuttal was made.

The Claimant also claimed a loss of numerous personal photographs. Some of these photographs were Polaroids, and some of these photographs were conventional photographs for which there were probably negatives available. However, the actual availability of negatives with which to reproduce the

prints which were lost was not adequately addressed at the hearing before the Commissioner.

We feel that the Claimant has stated and proved a cause of action against the State of Illinois for the loss of his personal property. We feel that he has clearly proven monetary loss of **$1,226.48** for the items indicated above. In addition, we believe that he is entitled to compensation for the lost transcripts, even though they were originally provided to him free. Since there was no testimony as to the value of the personal photographs lost or of a reasonable way to replace those photographs, we award the sum of $100 for those photographs. Therefore, **we** award the Claimant in this the sum of two thousand two hundred eighty two dollars and eighteen cents **($2,282.18).**

No. 87-CC-0505—Claimant awarded $203.50.)

JACK EVANS, Claimant, *v.* **THE STATE OF ILLINOIS, Respondent.**

Opinion filed November 28,1989.

JACK EVANS, *pro* se, for Claimant.

NEIL F. **HARTIGAN,** Attorney General **(SUZANNE SCHMITZ,** Assistant Attorney General, of counsel), for Respondent.

BAILMENTS—*inmate's property—state's* **duty.** The State of Illinois has a duty to exercise reasonable care to safeguard and return an inmate's property when it takes actual physical possession of such property in the course of transferring the inmate between penal institutions.

PRISONERS AND INMATES—*inmate's property lost—transfer* ***between institutions—presumption*** **of** ***State's negligence not rebutted—award granted.*** Where the Claimant established a bailment based **on** the State's storage of his personal property while he was being tranferred between

penal institutions and the State failed to rebut the presumption of negligence arising from the loss of that property, an award was granted based on the value of the property as established by the Claimant's evidence.

SAME—in forma pauperis status—motion to revoke denied. In proceedings on a claim for the loss of personal property by an inmate of a penal institution, the State's motion to revoke the Claimant's *in* forma *pauperis* status was denied.

MONTANA, C.J.

Claimant is seeking $300 in damages. He alleges the State lost certain items of his personal property when the State took control of the property as he was transferred from one prison to another. The evidence consists of the departmental report filed October 23, 1986, the transcript of testimony heard before Commissioner Robert Frederick, and Claimant's Exhibits 1 and 2. The Respondent filed a brief, but Claimant did not file a brief. Commissioner Frederick has duly filed his report.

In September of 1985, while Claimant was a prison inmate at the Menard Correctional Center, he was remanded to McLean County. On November 14, 1985, after resentencing, he was sent back to Menard. Before leaving, a personal property inventory was completed for Claimant's property which is Claimant's Exhibit 1. An Officer Bell filled out the November 14, 1985, inventory. However, Claimant was first sent to Joliet before going to Menard. Though he was not to be at Joliet for more than a few days, he wound up staying there for four weeks. All of his personal property except for his cigarettes and photographs were stored by the Department of Corrections (DOC). The personal property of Claimant was placed in a green garbage can liner and was to be sent to Menard. On December 10, 1985, Claimant was finally sent to Menard. Claimant filled out his personal property record which is Claimant's Exhibit 2. This consisted of all property in Claim-

ant's possession at that time and not property being held by DOC in storage.

When Claimant arrived at Menard he found that the previously stored property consisting of legal documents, a legal book, and some clothing did not arrive. Claimant was told by an officer that the property would be coming on the next transfer bus, but the property never was returned to Claimant. The missing items are legal documents, the legal book, dress shoes, two pairs of underwear, three pairs of white socks, and a two-piece suit which belongs to the State. The departmental report indicates Claimant would not be charged for the lost State clothing. The legal documents were three court files. The cost of recopying the two files from McLean County for Claimant comes to **$111** and to copy the one court file from De Witt County comes to $43.50. The legal book was ***Constitutional Rights of the Accused*** and cost $40. The underwear cost **$6** the white socks cost **$3.** No proof was offered as to the value of the dress shoes.

This Court held in ***Doubling v. State*** (1976), **32** Ill. Ct. Cl. **1,** that the State has a duty to exercise reasonable care to safeguard and return an inmate's property when it takes actual physical possession of such property during the course of the transfer of an inmate between penal institutions. The Claimant has established a bailment, the loss of property and the reasonable value ***of*** the loss at $203.50. The Claimant through his testimony has raised a presumption of negligence which has not been rebutted by the State. ***(See Rock v. State*** **(1978), 32** Ill. Ct. Cl. **664; *Moore v. State*** (1980), ***34*** Ill. Ct. Cl. **114; *Davis v. State*** (1978), **32** Ill. Ct. Cl. **666.)** In fact, the State presented no evidence to rebut the presumption of negligence. The departmental report

referred to another inventory but such inventory, if it exists, was never presented to the Court.

Based on the foregoing, it is hereby ordered that Claimant be awarded $203.50. It is further ordered that the State's motion to revoke Claimant's in forma pauperis status be denied.

(No. 87-CC-1055—Claim denied.)

In re APPLICATION OF GENEVA SCHAFFER

Opinion filed November 28, 1989.

LAW OFFICES OF JOSEPH V. RODDY (THOMAS J. PLEINES, of counsel), for Claimant.

NEIL F. HARTIGAN, Attorney General (ROBERT J. SKLAMBERG, Assistant Attorney General, of counsel), for Respondent.

LAW ENFORCEMENT OFFICERS AND FIREMEN COMPENSATION Am—when award may be granted. An award may be granted under the Law Enforcement Officers, Civil Defense Workers, Civil Air Patrol Members, Paramedics and Firemen Compensation Act when a police officer is killed in the line of duty; that is, when the officer is injured in the active performance of duties as a law enforcement officer, death occurs within one year from the date of the injury, and the injury arose from violence or another accidental cause.

SAME—officers killed while attempting to purchase marijuana—not engaged in police operation—claim denied. A claim for compensation under the Law Enforcement Officers, Civil Defense ,Workers, Civil Air Patrol Members, Paramedics and Firemen Compensation Act based on the death of the Claimant's husband, a police officer, was denied, since the evidence showed that the deceased was fatally shot while attempting to purchase marijuana, and there was no evidence suggesting that he was carrying out any police duty at the time.

MONTANA, C.J.

This is a claim for compensation arising out of the

death of Rudolph J. Schaffer, Jr., a police officer for the City of Chicago, pursuant to the Law Enforcement Officers, Civil Defense Workers, Civil Air Patrol Members, Paramedics and Firemen Compensation Act (the Act.) **(Ill.** Rev. Stat. 1985, ch. **48,** par. **281** ***et seq.***) The Claimant is Officer Schaffer's widow. A hearing for this matter was held on May **9, 1988,** before Commissioner Michael Kane. The Claimant has filed a brief, but there is no indication that the Respondent has filed a brief. Commissioner Kane has duly filed his report with the Court.

The record reveals that on February **1,1986,** Officer Schaffer was assigned to the electronics maintenance unit at **1121** South State Street, Chicago, Illinois. The Claimant testified that on that date he arrived home after work at approximately 4:45 p.m., ate his dinner and played with his children. Later that evening he left his home on the southwest side. The Claimant assumed he was going to buy some cigars and then visit his father who was a patient at the University of Chicago Hospital. He had visited his father every night that week. Mrs. Schaffer last saw her husband as his van pulled north on Springfield Avenue. When he left his house that evening he had his weapon with him. Mrs. Schaffer stated he was dressed in a red and blue plaid shirt, a black leather belt, blue work pants, black socks, black leather dress shoes, and blue, three-quarter length jacket.

The record further reveals Officer Schaffer drove his van to the vicinity of **6900** South Peoria where he stopped Angelia Lathan, a pedestrian. Ms. Lathan testified she was asked by Mr. Schaffer if she knew where he could get some marijuana. After discussing one possible source of marijuana with Officer Schaffer, Ms. Lathan noticed that Sylvester Henderson and Calvin

Trice were coming down the street. She asked them if they had any marijuana. Calvin Trice said he had none, but told her to have the man pull into the alley. Sylvester Henderson claimed he had some marijuana, so Ms. Lathan directed Officer Schaffer to pull into the alley. Officer Schaffer pulled around the corner into the alley. Trice and Henderson walked towards the van in the alley. Officer Schaffer stepped outside of his van and at that point, Trice and Henderson announced a robbery. **Ms.** Lathan stated that Officer Schaffer then reached inside of his coat saying, "It's not going to be like that," whereupon he was shot by Henderson and stumbled back into his van. Trice then took the weapon and shot Officer Schaffer again.

The record also indicates that at some point, the van was doused with gasoline and set on fire with Officer Schaffer's body inside. However, the autopsy performed by the medical examiner's office revealed that the cause of death was the gunshot wounds.

In addition to the Claimant and Ms. Lathan, John Schaffer, the brother of Officer Schaffer, testified. His testimony combined with that of the Claimant establishes that Officer Schaffer was no doubt a good policeman and a very dedicated family man.

An award may be granted under the Act if it is shown that a police officer was killed in the line of duty as defined by the Act. Section 2(e) of the Act (Ill. Rev. Stat. 1985, ch. 48, par. 282(e)) provides, in relevant part, that " 'killed in the line of duty' means losing one's life as a result of injury received in the active performance of duties as a law enforcement officer * * * if the death occurs within one year from the date the injury was received and if that injury arose from violence or other accidental cause."

The circumstances surrounding Officer Schaffer's death, however, establish that on at least this day at this time he was not acting in the line of duty. The testimony of Angelia Lathan, which the Claimant attacked in the hearing, is the same testimony which was utilized to convict Mr. Henderson and Mr. Trice of the murder of Officer Schaffer. The Claimant speculates that Officer Schaffer's van broke down in the vicinity of this incident leading to the fatal confrontation. There is no evidence to support that theory. The fact that Officer Schaffer was not known by his family to use marijuana is not a controlling factor, nor is it surprising. Such activity would not be difficult to keep from one's loved ones.

The Claimant cites ***Davis v. Retirement Board of Policemen's Annuity & Benefit Fund of City of Chicago*** (1972), 4 Ill. App. 3d 221, 280 N.E.2d 735, as support for the proposition that a police officer would be entitled to the benefits even if the officer was attempting to purchase marijuana prior to the shooting. However, a close reading of ***Davis*** reveals that Officer Davis, while not actually on duty at the time of his death, was in fact investigating a rape and robbery when he was shot. His contact with the assailant was initiated after being informed of the criminal attack by the victim. The circumstances at hand are totally different. In this case the record is devoid of any evidence to suggest that Officer Schaffer was carrying out any police duty at the time of initial contact with Ms. Lathan. Furthermore, at the time Officer Schaffer first came into contact with his eventual killers, he was still trying to purchase marijuana. There is no evidence that he was doing this in an undercover capacity or that he was engaged in any police operation at the time.

While we sympathize with the Claimant, we regret-

fully must find that, based on the foregoing, Officer Schaffer was not "killed in the line of duty" as is required by section 2(e) of the Act (Ill. Rev. Stat. **1985,** ch. 48, par. 282(e)) for an award to be granted since it has not been proven by the preponderance of the evidence that his unfortunate death resulted from (performance of his duties as a law enforcement officer:

Wherefore, it is hereby ordered that this claim be denied.

(No. 87-CC-1322—Claim dismissed.)

SUSAN RHEA DILBECK, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

***Opinion filed February 6;* 1990.**

FRITZSHALL, FRITZSHALL & GLEASON (STEVEN N. FRITZSHALL, of counsel), for Claimant.

NEIL F. HARTIGAN, Attorney General **(DANIEL BRENNAN,** Assistant Attorney General, of counsel), for Respondent.

CONTRACTS—***breach of oral contract for employment—no contract established—claim dismissed.*** The Court of Claims dismissed the Claimant's contention that the State breachd an oral contract to employ her at a State mental health center, notwithstanding the fact that there was testimony that she was advised that she would be given an opportunity to take a civil service examination for a permanent position after being employed on an emergency basis after the private facility where she was previously employed lost its accreditation, was closed, and its patients were transferred to State facilities, since the alleged promise of permanent employment was made by the director of the closed facility who was not a State employee and who had no authority to bind the State, there was nothing in the record to support the Claimant's theory that she was employed by the State facility on a permanent basis without qualifying through the normal civil service channels, and even if there was an oral contract, it would not have been enforceable under the Statute of Frauds due to the fact that it was for continuous employment and exceeded one year.

RAUCCI, J.

This cause comes on to be heard on a complaint filed by Claimant, Susan Rhea Dilbeck, for breach of an oral contract with the Elgin Mental Health Center and the resultant loss of wages, benefits, and career fulfillment for the years 1983 to 1986, both inclusive, at $25,000 per year, totaling $100,000.

The Claimant was employed at the North Aurora Center commencing sometime in 1977, as a resident-living aide, her duties consisting of record write-ups, filing, making rounds, feeding and day-to-day care of mentally ill or mentally'retarded patients. The center was previously privately owned and operated, and was accredited by the Respondent to so operate.

On or about December 15, 1979, the Center lost its accreditation due to not meeting State standards, resulting in its closing and the patients, of necessity, were transferred to two Respondent-operated facilities, namely Elgin State Mental Hospital and Tinley Park Hospital. Claimant alleges that, at the time of the transfer of the privately owned North Aurora Center patients to the Elgin State Hospital and Tinley Park facility, both State of Illinois operated facilities, Respondent offered her permanent employment at Elgin in a similar capacity as her employment at the Aurora Center. Russell Legg, personnel officer at the Elgin State Mental Health Center for four years, was called as Respondent's witness and testified that sometime late in 1979, when the Aurora facility was closed, he received word that its patients were being transferred to Elgin and "we were to pick up about 30 people on emergency appointments and that due to the emergency there would not be time to work in a Civil Service list; that we

could hire people on an emergency basis only." He further stated that their employee cards were to be marked with "H" indicating a termination date of 2/15/80, and that they were given the option to seek permanent employment by taking a civil service examination; they must, however, make a high enough grade to get on the "A" list, which list is resorted to when vacancies occur, "A," "B," "C," in rotation.

There appears to be nothing in the record to support Claimant's theory that she was employed at the Elgin facility on a permanent basis as a civil service employee without qualifying through the normal channels of sitting for the required civil service examination and personal interview and being placed on the **"A"** list, from which list permanent civil service employees are selected when vacancies occured.

Ms. Alice Dickens, co-worker with Claimant at North Aurora Center, and one of the many employees transferred, in response to the question "in order to be hired, you would have to successfully pass all civil service requirements to be employed; is that correct?", stated "Pass the test, yes." Claimant took the required civil service examination sometime in **1980,** received a **"B"** and proceeded to repeat the test intermittently and did not receive an **"A"** until **1983,** three years after her **1979** transfer of employment to the Elgin facility. Claimant testified that she was advised that it would be necessary to take such a written test. This being the case, Claimant's allegations that she was promised permanent employment at the Elgin facility by a Dr. Wolf, director at North Aurora Center, who was not a State employee and had no contractual authority to so bind the Respondent, had no force or effect on the issue as to whether the Respondent had entered into a contract of employ-

ment with Claimant on either a temporary or permanent basis.

Claimant further seeks to enforce an oral contract of employment, which by its nature, was continuous employment and exceeded one year. An examination of the record does not establish such a contract, but if such oral contract was created, it would be unenforceable under the Statute of Frauds. In response to the question posed to Claimant as to what circumstance or what indication or correspondence or notes did she receive indicating that she was being invited to become an employee at the Elgin State Hospital, she replied " * * * we took it by word of mouth."

The deputy facility director at the Elgin State Hospital testified that Claimant, having attained a grade of "B" when she took the examination in 1980, did not qualify for placement and that, at that time, there were sufficient applicants on the **"A"** list to meet the present vacancies.

There is no basis for contract of employment by the Respondent, inasmuch as there is no oral or written contract of employment in the case at bar. The civil service requirements for employment in certain types of employment, of which Claimant's class is included, govern in this instance and no supervisor or director has any authority to circumvent such requirements and bind the Respondent. Claimant did not attain the required grade **"A"** until three years after the date the alleged employment contract commenced.

Further, State employees can only bind the State to the extent that they have the lawful authority to so bind, under the agency theory, and no such authority existed in this instance. Claimant relies on the representations

that a Dr. Wolf, director of the terminated North Aurora Center, entered into an employment contract with Claimant and that constituted the basis of enforcing an employment contract with Respondent. This is without merit, since Dr. Wolf was neither an employee of the Respondent, nor could he bind Respondent in any type of employment contract, written or oral.

It is therefore ordered, adjudged and decreed that the claim is dismissed and forever barred.

(No. 87-CC-1748—Claim denied.)

JOSHUA MOORE, **Claimant,** *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed Nouember 29,1989.

JOSHUA MOORE, ***pro se***, for Claimant.

NEIL F. HARTIGAN, Attorney General (SUZANNE SCHMITZ, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—***inmate's*** **property—State's duty.** The State has a duty to exercise reasonable care to safeguard and return an inmate's property when it takes actual physical possession of such property.

SAME—State not insurer of *inmate's* property. The State has no general duty to safeguard an inmate's property from theft by other inmates when the property is in an inmate's cell, since the State is not an insurer of an inmate's property, and it cannot be held responsible when other inmates engage in criminal acts directed at the property, and the State cannot reasonably be expected to prevent isolated acts of pilferage in the environment of a penal institution.

SAME—property damaged by other inmate—when guards participation must be proved. In an action alleging that an inmate's property was damaged by another inmate while the property was in the Claimant's cell, the Claimant would generally be required to prove that a guard participated in or acquiesced in the damage in order to recover, since such claims, standing alone, are usually denied.

SAME—property damaged by other inmate—other inmate erroneously let in Claimant's cell—award granted—set-off allowed for award under Crime Victims Compensation Act paid as result of Claimant's offense. The Claimant was entitled to an award for the damage caused to his personal property by a fellow inmate who was erroneously allowed into the Claimant's cell while the Claimant was eating, since the guard admitted that he should have checked the inmate's identification card before allowing him into the Claimant's cell, but the State was entitled to a set-off against the award based on the payment made by the State under the Crime Victims Compensation Act as a result of the Claimant's offense.

SAME—in forma pauperis status—motion to revoke denied. In proceedings on a claim for damage to an inmate's personal property caused by a fellow inmate, the State's motion to revoke the Claimant's ***in forma pauperis*** status was denied.

MONTANA, C.J.

Claimant's complaint alleges that certain of his personal property was damaged by a fellow prison inmate when a guard let the other prisoner into his cell. The State, besides contesting the claim, has raised other issues. The State seeks a set-off for $600 for funeral expenses paid by the Department of Public Aid. The State also seeks a revocation of Claimant's ***in forma pauperis*** status.

A hearing was held before Commissioner Robert Frederick. The evidence consists of the departmental report, the supplemental departmental report, and the transcript of testimony. Both Claimant and Respondent have filed briefs and Commissioner Frederick has duly filed his report.

On September **22,** 1986, while Claimant was a prison inmate at the Danville Correctional Center, he went to eat and his cell was locked behind him. All inmates have identification cards. When Claimant returned to his cell he found that his cell was open and that certain of his personal property had been damaged, namely his television set, fan, stereo and AM/FM radio.

He testified that an officer told him that he had erroneously let another inmate into Claimant's cell and he was sorry. Guards are required to receive identification before opening anyone's cell.

Claimant testified that his television set was busted, his stereo demolished, his fan had the fenders broken off and his AM/FM radio was dented and had a bent antenna, but still worked. Claimant further testified he had paid **$79** for the television in **1985.** He purchased the stereo in **1986** for **$131** and the AM/FM radio in **1985** for **$47** and had paid **$15** for the fan. Testimony also indicated that Claimant earned **$15** a month.

Claimant presented his claim through the prison grievance procedure. The investigation by the prison indicated that Officer Summers heard loud banging and glass breaking on September **22, 1986.** Upon investigating, this officer found inmate Stokes in Claimant's cell destroying Claimant's property. The television, stereo and fan had suffered damage to the point of destruction. Inmate Stokes claimed that Claimant had hit him in the head that morning prompting the retaliation. However, there was no evidence to back inmate Stokes' claim and no officers had reported any altercation between Stokes and Claimant.

The Institutional Inquiry Board found that Correctional Officer Ellett erroneously opened Claimant's cell and let Stokes in. The Inquiry Board indicated Claimant had receipts for his property showing the purchase prices claimed. The Inquiry Board found that Claimant's grievance was well-founded and that the property was damaged due to the negligence **of** the correctional officer and recommended Claimant be paid **$268.35.** The warden overruled the Inquiry Board's recommendation.

The supplemental departmental report indicates that a Crime Victims Compensation Act award of $60 was made to Maxine Graham in cause 84-CV-0792 for funeral expenses. Arthur Graham was the victim of Claimant's voluntary manslaughter. The award also made a finding that the Department of Public Aid had paid $600 towards the victim's funeral.

This Court held in ***Doubling v. State*** (1976), 32 Ill. Ct. Cl. 1, that the State had a duty to exercise reasonable care to safeguard and return an inmate's property when it takes actual physical possession of such property. Various types of constructive bailments have been recognized. (***Lewis*** v. ***State*** (1985), 38 Ill. Ct. Cl. 254.) However, in most cases where the property is taken from the cell of an inmate, the Court has denied the inmate's claim for damages. (***Owens v. State*** (1985), 38 Ill. Ct. Cl. 150; ***Edwards v. State*** (1986), 38 Ill. Ct. Cl. 206.) To prevail, the inmate must prove that a guard participated in or acquiesced in the loss of property. (***Bargas v. State*** (1976), 32 Ill. Ct. Cl. 99.) There is no general duty on the part of the State to safeguard an inmate's property from theft by other inmates when the property is in the inmate's cell. The State is not an insurer of an inmate's property and cannot be held responsible where other inmates engage in criminal acts directed at the property. Nor can the State in the exercise of reasonable care be expected to prevent isolated acts of pilferage in the environment of a penal institution.

The present case, however, is different from most cases involving prisoner property damaged in the cell before the Court. The usual case involves unknown perpetrators making entry to the cell by unknown means. In the present case, the perpetrator of the damage to Claimant was let into the cell in violation of

policy and apparently without checking identification by a named guard who admits his error. With this evidence, the Claimant's claim has merit and by using a five-year life on the personal property and reducing each claim of loss by one-fifth, an award could be made for **$180.**

However, the State had a valid claim for a set-off in the amount of **$660** for the Crime Victims Compensation Act award and the Department of Public Aid funeral expense payment. (*See Drogos v. State* (1960), 23 Ill. Ct. Cl. **207;** *Choinere v. State* (1974), *30* Ill. Ct. Cl. **174;** *Gettis v. State* (1975), *30* Ill. Ct. C1.922.) Claimant's only response to the set-off claim by the State is that the award under the Crime Victims Compensation Act should not have been made for the crime of voluntary manslaughter. This Court has recognized Crime Victims Compensation Act awards where the crime was voluntary manslaughter. (*Johnson v. State* (1985), **38** Ill. Ct. Cl. **435.)** Claimant's argument is not well taken.

Based on the foregoing, we find that while Claimant has a valid claim for the amount of **$180,** his claim must be denied because the State has a valid set-off for more than the amount the Claimant could be awarded.

It is therefore hereby ordered that this claim be, and is, denied. It is further ordered that the State' motion to revoke Claimant's *in forma pauperis* status be, and is, denied.

(*No.* 87-CC-3002—Claim dismissed.)

BERN WHEEL, Claimant, *v.* **THE** STATE OF **ILLINOIS,** Respondent.

***Order on motion for summary judgment filed January* 19,1990.**

RODDY, **POWER & LEAHY (EUGENE F. KEEFE,** of counsel), for Claimant.

NEIL F. **HARTIGAN,** Attorney General **(JAN SCHAFFRICK,** Assistant Attorney General, of counsel), for Respondent.

NEGLIGENCE—duty may be addressed in motion for summary judgment. The question of whether a defendant owes a duty to a plaintiff is a question of law, and it may properly be addressed in a motion for summary judgment.

SAME—breach of duty—essential element of negligence action. There can be no recovery in a negligence action in the absence of a legal duty, since the breach of a duty is an essential element of a negligence action.

HIGHWAYS—state is not insurer of highways. The State of Illinois is not an insurer of the safety of all persons on its streets and highways, but the State does have a duty to maintain its roads in a reasonably safe condition for the purposes to which they are devoted.

NEGLIGENCE—jaywalkers—owed no duty by State. Governmental entities have no general duty to safeguard pedestrians when they are using public streets as walkways, and they have no duty to jaywalkers, since they are not intended or permitted users of the streets in any reasonably foreseeable manner.

HIGHWAYS—foot caught in expansion joint of overpass—Claimant was jaywalker—no duty—claim dismissed. The Court of Claims dismissed a claim for the injuries sustained when the Claimant caught his foot in the expansion joint of an overpass he was crossing to reach a rapid transit station, since he was not an intended or permitted user of the overpass and was not subject to any duty on the part of the State in view of the evidence that he was crossing at a point where there were no crosswalks or any other kind of traffic signal regulating pedestrian traffic.

POCH, J.

This cause coming to be heard on Respondent's motion for summary judgment, due notice having been given the parties hereto, and the Court being fully advised in the premises.

The Court finds that on March 19, 1986, Claimant, Bern Wheel, was on his way to work in downtown Chicago when his right foot stepped into an expansion joint located on the Harlem Avenue overpass above the Eisenhower Expressway (1-290). Claimant was walking to the Chicago Rapid Transit station located on the aforementioned overpass when he fell.

At approximately 6:10 a.m., Claimant left his home on Winonah Avenue on foot and walked south to Harison Avenue, then proceeded west on Harrison Avenue. He climbed a stairway leading to the northeast side of Harlem Avenue and started crossing from the east side to the west side of Harlem Avenue. As he was about three-quarters of the way across the street, Claimant got his right foot caught in an expansion joint and fell.

At the place where Claimant crossed the street, there were no crosswalks nor any other traffic signals regulating pedestrian traffic. There were traffic signals regulating pedestrian traffic, however, for people crossing Harlem Avenue at the intersections of Harrison and Garfield Avenues and Jackson Boulevard.

Whether or not a defendant owes a duty to a plaintiff is a question of law properly addressed by the court in a motion for summary judgment. ***(Masonv. City of Chicago*** (1988), 173 Ill. App. 3d 330, 527 N.E.2d 572.) In the absence of a legal duty in a negligence action, there can be no recovery as a matter of law. ***(Mason.)*** In the immediate negligence action, Respondent contends that it does not owe a legal duty to Claimant, and therefore, its motion for summary judgment should be granted.

We note that the State is not an insurer of the safety

of all persons upon its streets and highways. ***(Baren v. State* (1974), 30 Ill. Ct. Cl. 163.)** The State, however, does have a duty to maintain its roads in a reasonably safe condition for the purposes to which the portion in question is devoted. ***(Baren.)***

The law imposes no general duty on governmental entities for the safeguarding of pedestrians when they are using the public streets as walkways. ***(Mason,* at 573.)** Furthermore, a governmental entity does not owe a duty to a jaywalker, in that he is not an intended or permitted user of a street in a reasonably foreseeable manner. ***Mason.***

In ***Mason,*** Claimant, a pedestrian, stepped in a hole as she was crossing in the middle of a residential block in order to get to her parked car. The circuit court granted defendant city's motion for summary judgment stating,

" * * * It is reasonable for the City to foresee that only vehicular traffic would use the streets, while pedestrians would use crosswalks to cross to the opposite side of the street, whether to reach a parked car or for some other purpose. Plaintiff was not an intended or permitted user of the street, and thus the City need not have foreseen her injury."

The Court rested its decision on ***Risner v. City of Chicago* (1986), 150 Ill. App. 3d 827, 502 N.E.2d 357.** In ***Risner,*** the plaintiff, a pedestrian, was struck by a CTA bus as he stepped off a sidewalk curb and attempted to cross Adams Street in the middle of the block between State and Wabash Streets in Chicago. Plaintiff crossed the street at a point where there were neither any crosswalks nor any other traffic regulation signals. The Court in ***Risner*** stated "the street was for **use** by vehicular traffic — not pedestrians, except where defendant [had] provided crosswalks or the like." (Emphasis added.) ***Risner,*** at **359.**

We find that as **in** the ***Risner*** and ***Mason*** cases, Claimant, in the instant cause, was crossing the overpass

at a point where there were neither crosswalks, nor any other kind of traffic signal regulating pedestrian traffic. When he placed his foot in the expansion joint and fell, Claimant was not an intended or permitted user of the street whereby Respondent could have foreseen his injury. We hold that Respondent does not owe a duty to Claimant, in that he was not a foreseeable plaintiff by the standards adopted by the aforementioned cases.

Moreover, Respondent is not under a duty to maintain an entire highway so that it will be safe for pedestrian traffic. (*Barrett v. State* (1959), *23* **Ill.** Ct. Cl. **149.)** Nor does Respondent owe a duty to a pedestrian who crosses a street at a point where there are no intersections or crosswalks. *Barrett.*

It **is** therefore ordered that the motion of Respondent be, and the same is hereby granted, and the claim herein is dismissed, with prejudice.

(No. 87-CC-3481—Claimant awarded $233.36.)

XEROX CORP., Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Order filed July ***17,1989.***

FALLS & SAMIS, for Claimant.

NEIL F. HARTIGAN, Attorney General **(STEVEN SCHMALL,** Assistant Attorney General, of counsel), for Respondent.

LAPSED APPROPRIATIONS—*non-appropriated account—stipulation—award granted.* An award was granted pursuant to the parties' joint stipulation to pay for certain copying expenses and the State agency which incurred the expenses was ordered to pay the award, since the record showed that the funds from which payment should have been made was a non-appropriated account and the monies could not have lapsed as the Claimant alleged.

POCH, J.

Claimant, Xerox Corporation, brought this claim against the Respondent's Teachers' Retirement System seeking $409.36 for final billings for copies made on traded copiers. Claimant filed a standard lapsed appropriation form complaint alleging that it made demand for payment to the Teachers' Retirement System, but that the demand was refused on the grounds that the funds appropriated for payment of the bill had lapsed. The Teachers' Retirement System disputed the claim in part. The parties then filed a joint stipulation agreeing to the entry of an award in the reduced amount of $233.36. That stipulation is now before us.

This Court is not bound by such stipulations. The one at bar raises an issue that should be addressed. The stipulation was based on a report compiled by the Teachers' Retirement System. The report was offered as ***prima facie*** evidence of the facts contained therein pursuant to Section 790.140 of the rules of this Court 74 Ill. Adm. Code 790.140). At items 8 and 9 of the report, the Teachers' Retirement System explained that its operating funds were not appropriated and the fund from which the bill should be paid, 473-59301-1910-00-99, is a non-appropriated account. For that reason, the monies could not have lapsed as Claimant alleged.

Further, in the usual lapsed appropriation claim where an award is entered, the payment of the award is made with funds on hand appropriated to the Court for such purposes or, if the Court does not have the correct fund on hand, paid with funds appropriated by the General Assembly specifically for the award. For the Court to pay an award in this case would be improper from the State's fiscal accounting perspective.

For those reasons, the Teachers' Retirement System should pay the agreed award. We take judicial notice that this claim is for the fiscal year 1986 obligation and that, although the funds do not lapse, the expenditure authority of the Teachers' Retirement System for that fiscal year expired on September 30, 1986. Without an order from this Court, the payment cannot be made.

Accordingly, it is hereby ordered that the joint stipulation is approved, that the Claimant is awarded $233.36, and that the Teachers' Retirement System is to pay the award.

(No. 87-CC-3893—Claim denied.)

TIMOTHY KRAEMER, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Opinion filed June 25, *1990.*

DIANA LENIK, for Claimant.

NEIL F. HARTIGAN, Attorney General **(GREGORY** T. **RIDDLE,** Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—*defective* highway—burden on Claimant. In order to prevail in a claim alleging that the State breached its duty of reasonable care with regard to the maintenance of its highways, the Claimant must prove by a preponderance of the evidence that the duty was breached and that the negligence flowing from the breach proximately caused the accident and the Claimant's injuries.

SAME—maintenance *of* highways—State's duty. The State of Illinois has a duty to exercise reasonable care in the maintenance of its highways in order that defective and dangerous conditions likely to injure persons lawfully on the highways shall not exist, and the exercise of that duty requires the State to keep its highways reasonably safe.

SAME—when State has duty to warn of dangerous condition. A warning about the existence of a dangerously defective condition in a highway must be given if the State is on notice of such a condition, and such a warning may be given by the erection of proper and adequate signs at a reasonable distance from the condition, and the failure to erect such signs constitutes negligence.

COMPARATIVE NEGLIGENCE—*comparative negligence has been adopted by Court of Claims.* The Court of Claims has adopted the doctrine of comparative negligence, and any recovery in the Court of Claims will be reduced pursuant to the terms of that doctrine.

NEGLIGENCE—*proximate cause must be established.* The mere fact that the Court of Claims has adopted the doctrine of comparative negligence has not extinguished the requirement that proximate cause be established in a negligence action, since the failure to establish proximate cause precludes liability and negates the need to compare fault.

HIGHWAYS—motorcycle accident—Claimant failed to prove roadway defectioe—claim denied. The Court of Claims denies a claim for the injuries sustained when the Claimant's motorcycle crashed while driving on a frontage road which was allegedly in a dangerous condition due to the lack of proper signs and markers warning of a turn and the trees obscuring the existing signs, since the evidence established that under ,the applicable guidelines, the State had not violated any mandatory signing provisions, and even if the signs were defective, it was uncontradicted that the road was properly striped, reflectorized, and visible at night, and the Claimant should have been able to drive through the curve without incident if he were not under the influence of alcohol and did not have an intoxicated passenger holding on to his sides.

MONTANA, C.J.

Claimant, Timothy Kraemer, sued the State of Illinois for personal injuries he suffered on June 10,1985. He alleged that he was injured and suffered damages when his motorcycle crashed as he missed the last turn while eastbound on Anthony Drive near Columbia Trailer Park in Champaign County, Illinois. He further alleged the State was negligent in not properly posting signs and markers warning of the turn and allowing trees to obscure what signs were in the vicinity.

The hearing was held before Commissioner Robert Frederick. The evidence consists of the transcript of testimony, the evidence deposition of David Morgan,

the evidence deposition of Christopher Billing, the evidence deposition of Dr. Adolph Lo, Claimant's Group Exhibit 1 (pictures), Claimant's Group Exhibit 2, Claimant's Exhibits 3 and 4, Claimant's Group Exhibit 5, and a stipulation marked Exhibit 6. Both parties have filed their briefs and Commissioner Frederick has duly filed his report. Oral argument was held before the judges of the Court of Claims on May 8, 1990.

On June 9, 1985, Claimant spent most of the day with one Chetina Murphy, the house manager of a local restaurant. Ms. Murphy was a subpoenaed witness who did not want to testify against Claimant. During the afternoon of June 9, 1985, she went to a pig roast at a local tavern with Claimant and later that night went to another tavern, "The Alley Cat," with Claimant. During the afternoon both she and Claimant were drinking intoxicating liquors. She was drinking beer but does not remember what Claimant drank. After 9:00 p.m. on June 9, 1985, Murphy and Claimant arrived at "The Alley Cat." They stayed at this tavern until closing time between 1:00 a.m. and 1:30 a.m. on June 10, 1985. Near closing time Claimant and Murphy planned to go to one Linda Payne's house with some other people who were also at the tavern. Murphy rode on the back of Claimant's motorcycle. She further testified that Claimant was under the influence of alcohol when he left "The Alley Cat,'' but she did not say to what extent. Claimant testified he may have had two beers at "The Alley Cat" and possibly could have had more. Murphy believed she was drunk while riding on the back of Claimant's motorcycle and she further believed Claimant was driving too fast to make the curve where the accident at issue took place. Murphy rode behind Claimant on the motorcycle and hung onto Claimant's sides.

Claimant's motorcycle was a 1976 black Kawasaki which was in good working condition on the date of the accident. Also, it had new tires. Claimant testified that his motorcycle was a dangerous vehicle as it was on two wheels and balance must be kept. When Claimant left "The Alley Cat," he was following a car because he did not know where Linda Payne lived. He did not believe he was under the influence of alcohol. He proceeded to follow the vehicle across town on University Avenue to Cunningham, went north on Cunningham under the interstate highway, and then took a right at the first stoplight which was the frontage road. This was Claimant's first time driving on this road. According to Claimant, as he drove down the frontage road he was going 30 to 35 miles per hour. When he came up to the first turn he slowed to make the turn, sped up a little bit, saw the next curve sign after he got past a tree so he slowed down to make that turn and then sped up a little bit more. Since there was no sign, he did not think there was a curve and then he was on the curve before he knew what had happened. He had observed the brake lights of the car he was following go on and he let off the gas to slow down, but did not use the brake. As he entered the last curve, he tried to stop by braking but could not stop and he slid into a fence. The motorcycle climbed the fence and fell back over on Claimant. The second curve sign was obscured by a tree and he could not see that sign until he was even with it. The road was bumpy and had loose gravel on it. There were signs for the first two curves and speed limit signs on the frontage road, but no signs for the third curve.

The pictures of the frontage road indicate a two-lane roadway to the north of Interstate 74. The roadway has clearly marked lanes. The first turn is not shown in Group Exhibit 1. The second turn is preceded by a

straightaway of several hundred yards. The speed on the straightaway is posted at 35 m.p.h. The curve is a left-hand curve. A large overhead sign indicating an exit on the Interstate is just to the right of the curve and the sign goes over the Interstate. There is a curve sign just before the second curve which is obscured by a tree.

The third curve, where the accident occurred, appears to be about 200 feet after the second curve. There are large, overhead lights on the Interstate just to the right of the curve. There is no curve sign preceding this curve. This curve also curves to the left and is a sharp curve. At the end of the last curve is a stop sign. Just past the middle of the last curve is a sign that says Columbia Village which was Claimant's destination.

Michael Fancher, Claimant's witness, testified that he left "The Alley Cat" at closing time with two women and he talked with Claimant and Chetina Murphy in the parking lot. He had two beers at "The Alley Cat." They all decided to go to Linda Payne's house to socialize. He was riding his own motorcycle. Claimant was going to follow Fancher to Payne's house. Mr. Fancher had only been there one prior time. He testified that the frontage road was dark, had loose gravel on the sides of the road, and was a little bumpy and angled. He had driven this road once or twice before. He stated that as the road was bumpy it was hard to handle the motorcycle. He was driving 30 miles per hour and Claimant was behind him. This witness successfully made the left-hand turn on the last curve. As he did, he heard Claimant put on his brakes and squeal them. He went back and saw Claimant lying on the ground under his motorcycle.

Linda Payne testified that everyone was going to her house. She believed she may have had a couple of wine coolers at "The Alley Cat" during the hours she was

there. She was following Claimant and Fancher. As she turned on to the frontage road she slowed her speed and was going **30** miles per hour. She stated she always goes slow because the road is slanted off to the sides and there is loose gravel. The road had remained the same since she moved into her home in **1983.** She said there is a curve sign at the first curve and a speed limit sign, but no other signs, and the only lighting on the frontage road comes from the interstate. The interstate is about **10** feet from the frontage road. The interstate traffic goes west while they were going east on the frontage road and the headlights off the interstate traffic can cause a glare, she said. She was four to five car lengths behind Claimant but not see the accident. Ms. Payne indicated that prior to the accident Claimant was driving fine.

Christopher Billing testified as Claimant's expert. Mr. Billing is a civil engineer, from Berns, Clancy & Associates, and had been for **11** years. He was a project engineer for that firm. Mr. Billing had substantial qualifications as an engineer. He had attended annual traffic safety institutes and had substantial experience on traffic-related cases. He examined the frontage road where Claimant drove and the accident occurred, in Champaign County, Illinois. He noted the roadway was a two-lane oil and chip surface, curb and gutter on one side, and shoulders and roadside ditches on the other side. Between the interstate and frontage road is a chainlink fence. He described the road as typical of a frontage road. He said there are three turns on this road, the accident happening on the third and last turn, near the entrance into Columbia Village Trailer Park. The Department of Transportation has the responsibility to maintain the frontage road. The third turn where the accident occurred is a sharper turn than the first two, he observed.

Mr. Billing calculated that a safe speed for the first two turns would be 30 miles per hour and for the last turn where the accident occurred, a safe speed would be 20 miles per hour. The only signs for speed however on the frontage road were for 35 miles per hour and there was no warning sign for the last turn. In reviewing the standard applications of signing which are directed by both the Federal Department of Transportation and the State Department of Transportation through their manuals on uniform traffic control devices, Mr. Billing found that on the frontage road some signs were inappropriately located and some signs were not posted at all. There was no signing indicating the last turn by the trailer park posted. He said the warning sign at the second curve was posted too close to the curve so as not to give appropriate warning to the motorist. At the last turn, he testified, an advance warning sign with a 20 m.p.h. advisory speed plate should be posted in advance of the turn, an advance warning of the approaching stop sign should be erected, and a large arrow turn sign should also be placed to mark the physical location of the turn, particularly at night. Other lighting at the last turn would also certainly help make the road safer, he said. While all of these safety measures were appropriate, none were required by the manuals. Claimant's expert felt the frontage road in this case to be an extra-hazardous situation. However, this conclusion was not supported by any studies of the number of vehicles using the road and the number of reported accidents and he further admitted that the manuals he cited stated what sign to use in a situation and not when a sign must be used. The manuals rely on engineering judgment as to when a road condition is to be posted. The manuals are not regulatory or statutory.

While this expert did not believe the frontage road

had a combination curve, the road'fit the definition in the manual. He also admitted that a large arrow sign at the curve to mark the curve would not meet the 500-foot effectiveness requirement of the manual because the distance from the second curve to the third curve is less than 500 feet.

David Morgan, a transportation operations technician for the Department of Transportation, testified for the State. He was a certified engineering technician but he was not a registered engineer. He was responsible for the signing and striping of the highways in District 5 where the frontage road at issue is located. He had been in this position for 17 years and he prepared plans and work orders for all signing in the district.

Mr. Morgan testified that the frontage road has curves and not turns and that the second and third curves were a combination curve because only 200 feet separated the two curves. Under the Federal manual, it fit the definition of a short length of tangent, was therefore a combination curve, and could be signed with one curve sign as was done on the frontage road. He also testified that a stop ahead sign was not required because the stop sign at the end of the last curve was visible for 175 feet as required. All that is required at 35 m.p.h., is that a stop sign be visible for 150 feet. He further testified there was nothing in the manuals to require additional lighting or a large arrow sign or a speed limit reduction sign. In addition, he said the striping on the road was in good condition and reflectorized and was visible at night. On the frontage road on the date of the accident, the required signs were in place. The stop sign was the responsibility of the trailer park and not the State's responsibility. Mr. Morgan believed that the signing on the frontage road was not the cause of Claim-

ant's accident as all of the signing and striping that existed conformed with the manuals.

Mr. Morgan also testified that while changing of signing does occur on roadways due to changed circumstances and rates of accidents, no statistics as to accident rates on frontage roads are kept except where the roads intersect a State or Federal road. The State had no accident statistics for this stretch of frontage road. He had seen this stretch of frontage road two to three times a year. It was his judgment that there is a combination curve, but that a professional engineer may very well have the opinion it was not a combination curve. He further testified he did not see the curve sign blocked by trees when he looked at the scene in October of **1985.**

After the accident, an ambulance came and took Claimant to the hospital. He suffered seven broken ribs, a punctured lung, and a broken collar bone. Claimant's Group Exhibit **5** shows the scrapes, cuts, bruises and scarring suffered by Claimant. Dr. Adolph Lo testified that he attended the medical treatment of Claimant. Surgery was required and a bronchoscopy was performed on June **11,1985.** Dr. Lo further testified that the medical records indicate Claimant's blood-alcohol level was **.14**. Claimant was in intensive care a week and remained in hospital care for an additional two weeks. When released, he could barely walk and suffered great pain. At the hearing on December 2, **1988,** he still suffered pain whenever he would turn to his left or bend over very far.

In total, Claimant missed **18** weeks of work as an installer for a heating and air conditioning company. He was earning **$7.25** per hour and worked 50 to **51** hours per week. His lost wages totalled **$7,178.40.** His total medical bills were **$19,532.91.** The damage to his motor-

cycle was approximately **$500.** Claimant also considers as part of his damages that he "had to pay for the fence that I damaged." The Department of Transportation sent Claimant a bill for **$233.88** for damages to the fence that he struck with his motorcycle.

All of the medical bills of Claimant and the repair bills on the motorcycle were paid by his insurance company. Claimant also received township aid for food and personal items which was **$154** per month for about three or four months.

As this Court has stated numerous times, the State is not an insurer of all persons traveling upon its highways. (Bloom ***v. State*** (1957), **22** Ill. Ct. Cl. **582, 584; *Edwards v. State*** (1984), **36** Ill. Ct. Cl. 10, **15.)** For liability to be imposed upon the State, Claimant must prove by a preponderance of the evidence that the State breached its duty of reasonable care and the negligence flowing from the breach proximately caused the accident and Claimant's injuries. ***Brochman v. State*** (1975), **31** Ill. Ct. Cl. **53, 56.**

It is the duty of the State to exercise reasonable care in the maintenance and care of its highways in order that defective and dangerous conditions likely to injure persons lawfully on the highways shall not exist. (***Webee v. State*** (1985), **38** Ill. Ct. Cl. **164, 167.)** The exercise of reasonable care requires the State to keep its highways reasonably safe. If the highways are in a dangerously defective condition and therefore not reasonably safe and the State is on notice of such condition, the State is negligent if it does not notify or warn the public of such condition. (***Moldenhauer v. State*** **(1978), 32** Ill. Ct. Cl. **514, 522.)** The State is under a duty to give warning on highways by erecting proper and adequate signs at a reasonable distance from a dangerous condition of

which it has notice, and failure to erect such signs constitutes negligence. *Starcher v. State* (1983), 36 Ill. Ct. Cl. 144, 146.

The Court of Claims has adopted the doctrine of comparative negligence and any recovery would be reduced pursuant to the terms of such doctrine. *(Peterson v. State* (1983), 37 Ill. Ct. Cl. 104.) The adoption of the doctrine of comparative negligence in the State of Illinois did not extinguish the requirement of proximate cause. Failure to establish proximate cause of an injury precludes liability, negating the need to compare fault. *Harris v. State* (1986), 39 Ill. Ct. Cl. 176, 179.

On the facts of this case, Claimant has failed to prove a case wherein he may prevail. The question of the State's negligence is the closest issue. The Claimant's witness tried to show that the last curve was a dangerous curve. Claimant's expert was impressive. However, the dangerous condition must be the cause of the accident. In the present case, Claimant was driving a motorcycle which he testified was dangerous and required balance. He proceeded to drive with a person admittedly drunk on the passenger seat behind him, holding on to him, and after he had been drinking alcoholic beverages. The passenger testified that Claimant was under the influence of alcohol and took the curve too fast. Additionally, Claimant was following another motorcyclist who drove through the curve without incident and Claimant admitted he observed that motorcycle's brake lights come on prior to the curve yet when he approached the curve, he only let off the gas to slow and did not use his brakes. It is also very important to note that, under the manuals, the State had not violated any mandatory signing provisions. All of the signs posted

were appropriate though experts could legitimately disagree as to what signs were actually required.

The final act of importance is that even if the signing was defective, the roadway was properly striped. It is uncontradicted that the roadway was striped in good condition, reflectorized, and visible at night. The pictures of the last curve show the striping. Following the striping and the motorcycle in front of him, Claimant should have driven through the curve without incident if he were not under the influence of alcohol with a person admittedly drunk holding on to his sides.

Based on the foregoing, we find that this claim must be denied due to Claimant's failure to prove that the condition of the roadway where the accident occurred, including the signing existing at the time of the accident, was the proximate cause of the accident. It is therefore hereby ordered that this claim be, and is, hereby denied.

(No. 87-CC-3908—Claim **denied.)**

PRESTON BALL, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

***Opinion filed October** 11,1989.*

PRESTON BALL, ***pro se,*** for Claimant.

NEIL F. HARTIGAN, Attorney General (**JANICE** L. **SCHAFFRICK,** Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND ***INMATES—fight in prison gym—Claimant's incarceration time increased—claim for deprivation of liberty denied—Claimant failed to establish he was not involved in fight.*** **The Court of Claims denied the Claimant's action seeking to recover $2,000 for the loss of liberty which**

occurred when his incarceration time was increased as a result of his participation in a fight in the gym of the penal institution where he was housed, notwithstanding the Claimant's contention that he was not present at the time of the fight, since the Claimant was identified as a participant, and he failed to produce any qualified witness to 'refute or controvert that evidence.

RAUCCI, J

This cause coming on to be heard on the claim filed by Preston Ball, pro se, sounding in tort for $2,000 to compensate Claimant for Respondent's gross negligence and violation of established rules of institutional safety. A brief history and recital of the facts follows.

The incident that is the basis of the complaint occurred on February 1, 1987, at approximately 2:15 p.m. in the gymnasium of the Shawnee Correctional Center, at which time and place, the Claimant, as an inmate of the correctional center, was present when the officers in charge of the gym announced that activities were over for all inmates, and a fight ensued. As several inmates proceeded to leave and others were backing up from the exit doors, the fight ensued.

Claimant alleges that he was wrongfully accused of involvement in the fight and he was not present in the gym at the time of the fight. The correctional center increased his original incarceration by an additional 180 days which caused him deprivation of his liberty.

The evidence shows that Claimant was picked out by an eyewitness and pages 1, 2, 4, and 7 of the department report indicate that he had given a statement that he was not in the gym at the time and he also was identified as a black gang member. The Administrative Review Board found that the Claimant *was* involved in the fight.

The conduct and statements made by the Claimant

under oath at the hearing lead us to seriously question his credibility. Further, a specific identification of the Claimant by the inscription on his T-shirt bearing his name was made. We conclude that he has not sustained his burden of proof.

Claimant has been afforded all reasonable opportunity to refute or controvert the charge against him as a participant in the incident, and to present his own qualified witnesses to support his contention that he was not present in the gym at the time involved, and he has failed to do so. Claimant further alleges that he was not afforded an opportunity to confront and examine his accusers. This is contrary to the facts since, as previously indicated, he has been afforded ample opportunity to controvert said identification by producing his own qualified witnesses.

Further, there is nothing on the record of any evidence presented by Claimant as to the basis of his claim of $2,000 and how he computed same.

It is therefore ordered, adjudged and decreed that any award to Claimant is denied.

(No. 88-CC-0307—Claimants awarded $20,000.00.)

In re APPLICATION OF WARREN H. YOHO and MARIDELL A. YOHO

Opinion *filed* November *28,1989.*

HARLAN HELLER, for Claimants.

NEIL F. HARTIGAN, Attorney General (GREGORY THOMAS PATRICK CONDON, Assistant Attorney General, of counsel), for Respondent.

ILLINOIS NATIONAL GUARDSMAN'S AND NAVAL MILITIAMAN'S COMPENSATION ACT—*"killed in line of duty" defined.* For purposes of the Illinois National Guardsman's and Naval Militiaman's Compensation Act, the phrase "killed in the line of duty" is defined as losing one's life as result of an injury received while on duty as an Illinois national guardsman, if the death occurs within one year from the date it was received, and the injury arose from violence or any other accidental cause, except no benefits shall be provided if the guardsman is killed while on active military service pursuant to an order of the President of the United States, and the phrase excludes death resulting from the willful misconduct or intoxication of the guardsman, however, the burden of proof of such misconduct or intoxication is on the Attorney General.

LAW ENFORCEMENT OFFICERS AND FIREMEN COMPENSATION ACT—*"killed in line of duty" defined.* For purposes of the Law Enforcement Officers and Firemen Compensation Act, the phrase "killed in the line of duty" is defined as losing one's life as a result of injury received in the active performance of duties as a law enforcement officer or fireman if the death occurs within one year from the date of the injury and the injury arose from violence or other accidental cause, except the term excludes death resulting from the willful misconduct or intoxication of the officer or fireman.

ILLINOIS NATIONAL GUARDSMAN'S AND NAVAL MILITIAMAN'S COMPENSATION ACT—*Illinois National Guardsman's and Naval Militiaman's Compensation Act distinguished from Law Enforcement Officers and Firemen compensation Act.* Although a policeman or fireman must suffer fatal injuries while actively performing his job before benefits under the Law Enforcement Officers and Firemen Compensation Act can be awarded, a National Guardsman is only required to be on duty at the time of the injury in order to be entitled to benefits under the National Guardsman's and Naval Militiaman's Compensation Act, but the distinction is based on the determination that such benefits are required to render such service more attractive.

SAME—*National Guardsman killed in fall from barrack's balcony—State failed to prove intoxication caused fall—award granted.* The Claimant's son, a National Guardsman, was killed when he fell from a second floor barrack balcony, after a party where alcohol was served, and in view of the fact that the deceased had not designated a beneficiary, an award was granted under the Illinois National Guardsman's and Naval Militiaman's Compensation Act with directions that the award be divided equally between the Claimants, since the deceased was clearly on duty at the time of the fall, he was not on active military service pursuant to an order of the President of the United States, a status which would have precluded an award under the Act, and the State failed to present any evidence that the fall was caused by the deceased's .225 blood-alcohol level at the time of the fall.

MONTANA, C.J.

This is a claim for benefits filed pursuant to the

Illinois National Guardsman's and Naval Militiaman's Compensation Act (Ill. Rev. Stat., ch. 129, par. 401 et *seq.*) (hereinafter referred to as the Act), due to the death of Specialist Fourth Class (SP4) Larry D. Yoho. In an order dated December 28, 1987, this Court ordered that the cause be tried before a Commissioner to determine whether the decedent was killed in the line of duty as defined in section 2(b) of the Act. (Ill. Rev. Stat., ch. 129, par. 402(b).) A hearing was held before Commissioner Robert G. Frederick. The Claimant has filed a brief, but the Respondent indicated it would not be filing a brief. Commissioner Frederick has duly filed his report.

On June 1, 1987, SP4 Larry D. Yoho arrived at Fort McCoy, Wisconsin, for his annual two-week summer camp training with his Illinois National Guard unit. On June 9,1987, he fell from a second floor barrack balcony at Fort McCoy and on June 27, 1987, he died from injuries sustained in the fall.

An investigation by the Illinois National Guard followed the untimely death of SP4 Yoho. Major Edwin T. Lucas, of the Illinois National Guard, was appointed president of the board investigating SP4 Yoho's death.

The investigation and testimony at trial indicate that SP4 Yoho had been warned to stay off the balcony and to stay away from the ladder which led up to the balcony. Sergeant Whiteman had given this warning to two soldiers on June 8, 1987. One of those soldiers, PV2 Sowders, indicated that he and Yoho had been so warned. In fact, this type of warning had been given each year since 1971. This warning had occurred at the beginning of the two-week summer camp. However, Safety Officer Kelly's report indicates no warning was given at the initial briefing in June of 1987.

After arriving at Fort McCoy, the soldiers went out in the field. Upon completion of the training they came back to the containment area where the barracks are located. At the time of his death **SP4** Yoho was on duty. He could not have left the containment area. Just prior to his death there was a company party. The troops have a party where food and alcoholic beverages are served. According to Major Lucas this was a traditional event and not against the rules. However, the reports indicate that the person who bought the beer was reprimanded. **SP4** Yoho attended this party, had some drinks, went out on the balcony at about 11:15 p.m. to smoke a cigarette, and fell from the balcony. After being taken to a hospital, his blood-alcohol level as shown by a blood test was .225. The Respondent introduced no testimony as to what the blood-alcohol level would have been at the time of the accident. In fact, the Respondent introduced no competent evidence as to the significance of a reading of .225.

The balcony from which **SP4** Yoho fell was not lighted at the time of the incident and the investigation indicated that the safety arm on the railing may have been in an open position. The investigation also found that while **SP4** Yoho may have been negligent, which may have contributed to his fall, there was no evidence of intentional or willful misconduct on his part. This was only Yoho's second night in the barracks. He went out to the balcony and fell almost immediately.

Staff Sergeant Chambers saw **SP4** Yoho at the party, but went to bed by 10:00 p.m. Yoho's eyes were glassy when seen by Sgt. Chambers, but he did not see any loss of coordination. **SFC** Miezo saw Yoho **up** until 9:15 p.m. At that time, Yoho exhibited **no** signs of intoxication. **PV2** Sowders saw Yoho drink one or two

beers at about 6:30 p.m. and then did not see him again for a couple of hours. Later that evening Sowders had several drinks with Yoho, but Yoho did not appear intoxicated.

Sgt. Townsend stated that Yoho was with him at the gym between 8:30 p.m. and 9:30 p.m. on June 9, 1987. Yoho did not drink beer during this time and did not appear intoxicated. PFC Patterson saw Yoho talking just prior to his death and saw him walk out on the balcony. He did not feel Yoho was drunk. SP4 Patton also saw Yoho before the fall and did not feel he was drunk. The company party consisted of a 16-gallon keg of beer which was tapped about 6:00 p.m. Most of those who did not think Yoho was drunk had been drinking during the evening.

The reports, however, do indicate that a blood-alcohol concentration was taken upon Yoho's admission to the hospital and registered a .225 reading. It is important to note that SP4 Yoho was not admitted to the hospital until 1:37 a.m. on June 10, 1987, some 2½ hours after the fall. Captain Peters found that the cause of the accident was poor judgment and an extremely old and dangerous building condition. He discounted the alcohol based on the reports from the others at the party.

SP4 Yoho was initially taken to the Post-Troop Medical Clinic and then transferred by ambulance to St. Francis Hospital at Lacrosse, Wisconsin, where he was admitted at 1:37 a.m. on June 10, 1987. The diagnosis was fracture dislocation C6 and 7 with quadriplegia C-7. He died on June 27, 1987, of acute respiratory distress syndrome due to the fracture dislocation and quadriplegia.

The full title of the Act is "An Act in relation to the

payment of compensation on behalf of members of the Illinois National Guard killed while on duty and to make appropriations in connection therewith."

Section 2(b) of the Act states:

(b) "Killed in the line of duty" means losing one's life as a result of injury received while on duty as an Illinois national guardsman, if the death occurs within one year from the date the injury was received and if that injury arose from violence or any other accidental cause except that the benefits of this Act shall not be provided in the event a guardsman is killed while on active military service pursuant to an order of the President of the United States. The term excludes death resulting from the willful misconduct or intoxication of the guardsman; however, the burden of proof of such willful misconduct or intoxication of the guardsman is on the Attorney General."

The cases in the Court of Claims regarding the claims brought pursuant to the Act due to the death of National Guardsmen have been few and far between. There have been many cases in the Court of Claims brought pursuant to a similar statute, the short title of which is the "Law Enforcement Officers, Civil Defense Workers, Civil Air Patrol Members, Paramedics, Firemen and State Employees Compenation Act." (Ill. Rev. Stat. ch. 48, par. 281 et *seq.*) (hereinafter referred to as L.E.O.F.C.A.) However, comparisons are not helpful because it appears the legislature has determined a different title for that act and a different definition for the term "killed in the line of duty."

The full title of L.E.O.F.C.A. is "An Act in relation to the payment of compensation on behalf of law enforcement officers, civil defense workers, civil air patrol members, paramedics and firemen killed in the line of duty."

Section 2(e) of L.E.O.F.C.A. states:

(e) "killed in the line of duty" means losing one's life as a result of injury received in the active performance of duties as a law enforcement officer, civil defense worker, civil air patrol member, paramedic or fireman if the death occurs within one year from the date the injury was

received and if that injury arose from violence or other accidental cause. In the case of a State employee, "killed in the line of duty" means losing one's life as a result of injury received in the active performance of one's duties as a State employee, if the death occurs within one year from the date the injury was received and if that injury arose from a willful act of violence by another State employee committed during such other employee's course of employment and after January 1, 1988. The term excludes death resulting from the willful misconduct or intoxication of the officer, civil defense worker, civil air patrol member, paramedic, fireman or State employee. However, the burden of proof of such willful misconduct or intoxication of the officer, civil defense worker, civil air patrol member, paramedic, fireman or State employee is on the Attorney General. Subject to the conditions set forth in subsection (a) with respect to inclusion under this Act of Department of Corrections employees described in that subsection, for the purposes of this Act, instances in which a law enforcement officer receives an injury in the active performance of duties as a law enforcement officer include but are not limited to instances when:

(1) the injury is received as a result of a willful act of violence committed other than by the officer and a relationship exists between the commission of such act and the officer's performance of his duties as a law enforcement officer, whether or not the injury is received while the officer is on duty as a law enforcement officer;

(2) the injury is received by the officer while the officer is attempting to prevent the commission of a criminal act by another or attempting to apprehend an individual the officer suspects has committed a crime, whether or not the injury is received while the officer is on duty as a law enforcement officer;

(3) the injury is received by the officer while the officer is travelling to or from his employment as a law enforcement officer or during any meal break, or other break which takes place during the period in which the officer is on duty as a law enforcement officer."

It is apparent that an Illinois National Guardsman need only be *on* ***duty*** to receive benefits if, "the death occurs within one year of the injury and if the injury arose from violence or any other accidental cause * * *," while a law enforcement officer must **be** in the "active performance of duties as a law enforcement officer * * *." The reasoning behind this important distinction by the legislature may well be based on this Court's determination that such benefits to beneficiaries of National Guardsmen are required *to* render more attractive such military service to potential members of

the National Guard, and to afford protection to members thereof in activities which concededly are often extremely dangerous. ***(See Ward v. State*** (1962), ***24*** Ill. Ct. Cl. 229.) The statute serves as a "stimulant to voluntary military service, which service is of utmost importance to the safety, welfare and protection of the Nation and State." See ***Ward.***

There is no question at all that **SP4** Yoho was on duty on an annual two-week training exercise at Fort McCoy in the containment area at the time of the injury which caused his death. He was not on active military service pursuant to an order of the President of the United States, which would prevent an award from being granted. (See section 2(b) of the Act.) He was assigned to the company barracks and could not leave. As the Act requires only that he be on duty, he has met that requirement.

The more troubling aspect of this case **is** whether the exclusions of the statute apply under the circumstances of the case. The statute states that the term " 'killed in the line of duty' * * * excludes death resulting from the willful misconduct or intoxication of the guardsman; however, the burden of proof of such willful misconduct or intoxication **of** the guardsman is on the Attorney General.--

Before the decedent walked out on an unlit, dangerous balcony he attended a company party and drank at least several beers over the course of the evening. All those who saw the decedent at different times prior to the fall state he did not appear intoxicated. Some of these soldiers were also drinking. Two hours and 15 minutes after the fall the decedent, upon admission to the hospital, had a blood-alcohol level of .225.

As previously stated, there was no proof presented by the Respondent as to a blood-alcohol level at the time of the fall and the Respondent did not present any competent evidence as to the meaning of the .225 reading later at the hospital. It is not for this Court to guess at the significance of a .225 reading. It was incumbent on the Respondent to make an evidentiary record of the significance of a .225 reading, which is not an appropriate area for judicial notice. The Respondent has not met its burden of proof that the decedent's death was caused by his own willful misconduct or intoxication. It is more likely than not that the unsafe building and lighting caused the fall.

Based on the foregoing, we find that an award should be granted in this claim. It appears from the record that **SP4** Yoho did not have a beneficiary designated to receive an award pursuant to the Act and was not survived by a spouse or children. It such a case, section 3(c) of the Act provides that the surviving parents are entitled to receive an award in equal parts. It is therefore hereby ordered that an award totalling $20,000 is granted in this claim. Said award is to be divided equally between the Claimant, Warren **H.** Yoho, the decedent's surviving father, and Maridell A. Yoho, the decedent's surviving mother.

(No. 88-CC-0374—Claim denied.)

JAMES SCHRUP, SR., Claimant, *v.* SOUTHERN ILLINOIS UNIVERSITY, Respondent.

***Opinion filed* June 22, *1990*.**

METNICK & BAREWIN (ROBERT BAREWIN, of counsel), for Claimant.

SOUTHERN ILLINOIS UNIVERSITY LEGAL CLINIC (SHARI RHODE, of counsel), for Respondent.'

NEGLIGENCE—*invitees—State* is ***not insurer.*** The State of Illinois is not an insurer against accidents occurring to invitees on State property, but the State does have a duty to exercise reasonable care to invitees, and it is obligated to use reasonable care and caution to keep its premises reasonably safe for the use of invitees.

SAME—***invitees assume normal and obvious risks.*** Invitees on State property assume the normal, obvious and ordinary risks attendant on the use of the premises, and the State's duty of care extends to invitees to use reasonable and ordinary care against known or foreseeable damages.

SAME—invitee injured—burden of proving negligence. In order to show negligence with regard to the State's maintenance of a building, the Claimant must prove that the State was negligent in that it had actual or constructive notice of a dangerous condition.

SAME—Claimant mistook window for door—glass shattered when pushed—no evidence State had notice of dangerous condition—claim denied. The Claimant was injured when he mistook a window for a door while attempting to exit a residence hall at a State university and the glass shattered as he pushed, but his claim for the resulting injuries was denied, since there was no evidence that the State had actual or constructive knowledge or notice that the window could appear to be a door and that it would be pushed so hard that the glass would shatter.

BURKE, J.

Claimant's complaint arose from an incident on August 16, 1985. On that date Claimant pushed on a window causing it to shatter in an attempt to exit what he believed to be a door located in Schneider Hall on the campus of Southern Illinois University.

The case proceeded to trial on January 25, 1989. The evidence consisted of testimony, documents and photographs. Both parties have filed briefs. A motion for directed finding was made by Respondent at the close of Claimant's evidence and was taken with the case. Respondent's motion for directed finding is denied.

At the time of the incident in question, Claimant, James Schrup, **Sr.,** was a 55-year-old stockbroker who

drove his son to school at Southern Illinois University from Rock Island, Illinois. Claimant's son was a student at the University residing at Schneider Hall. The Claimant was in Schneider Hall approximately one year prior to the occurrence, but entered through another entrance. On the day of the occurrence, Claimant's son went into Schneider Hall to obtain a key and room assignment. After waiting some time, Claimant entered the residence hall to locate his son. He took the elevator to the fifth floor, found his son and decided to unload the car. Claimant followed his son through a steel door and down a stairwell because a long queue was at the elevator. **His** son walked a distance ahead of him.

Claimant went down to the first floor and observed a steel door. He opened the door and saw what he believed to be a door exiting outside. However, the door was actually a window. There were no signs on the window. He saw an exit sign, a bar across the window that he perceived to be a door handle and stairs which he thought led away from the door. Claimant pushed hard with his left hand on what he believed was a door and the glass shattered causing a loud noise. Claimant fell to the ground on his back. He was taken to Carbondale Hospital by ambulance. Claimant sustained cuts on his forehead and left hand. He received stitches in his left index and ring fingers and was given a splint for his fingers which were heavily bandaged. He spent the night at a motel and the next morning drove one-handed **360** miles home. Upon returning home, Claimant had swelling in his hand and severe pain. He went to the Moline Public Hospital because of pain and new bleeding. He was treated and released. Claimant also took pain pills.

At the time of the hearing, a 1%-inchscar existed

from the first joint of the ring finger to the back of Claimant's hand and there was also a ½-inch scar on the bottom of his index finger. The injury to his forehead was treated by a flapper band-aid and left no scar.

Claimant seeks damages of $10,000 for pain, suffering and lost wages. At the time of the accident, he was a stockbroker, and worked five days a week, nine to five on straight commission. He received a percentage of each sales charge which varied on each sale. Claimant earned his income by calling clients to solicit purchases of stocks, bonds and other investments. In 90% of his sales, he would initiate the call and recommend the purchase. He called **40** to **60** people a day. His gross commissions were approximately **$4,300** less in August of 1985 than July of 1985. Of the **$4,300,** he would receive **40%** to **42%** commissions. His income for September 1985 was $5,000 more than August 1985.

After the August 1985 incident, Claimant did not go into the office as he had previously done. He worked only **1½** hours per day. It was difficult to work because of pain and he was unable to work the phone or quote machine with his left hand. The pain lasted two weeks as did his loss of work time. Claimant's lost wages were approximately $860. Claimant testified that his hand was no longer painful, but was a little tight when he bends his finger.

Claimant admitted than an 18-inch radiator or convection grate was in front of the window that he walked through, but did not remember seeing it at the time of the incident. The Claimant's son corroborated Claimant's testimony as to the occurrence.

The son further stated that on the ground floor of the stairwell there is a heavy metal fire door leading

outside; however, the door his father opened led into an inside hallway. The exit to the outside is down the hall and away from the window Claimant attempted to walk through and is located in the center of the building. The sidewalk that is visible through the window actually leads to the fire door. Claimant's son recalled the convection or radiator cover in front of the window in question as being in place prior to the incident. The grate of the radiator went across the entire window and was about 10 inches off the ground.

Donald **M.** Ballestro, assistant director of housing at SIU since 1965, testified to the following:

1. That Schneider Hall was opened in 1968.

2. The heating cover in front of the window in question was **11** inches in width and seven to nine inches off the floor and went wall-to-wall.

3. The original window in question had an aluminum bar several inches wide that ran the width of the window.

4. Since Schneider Hall has been in existence, he was never made aware of anyone walking through or into a window as Claimant.

5. He never heard of anyone walking through similar windows in similar halls at SIU.

6. That he would be advised of such an occurrence. Small windows in residence halls could have been broken without his knowledge, but he would have been advised of major breakage.

7. The exit sign by the door had no direction arrows.

The State is not an insurer against accidents oc-

curring to invitees. The State has a duty to exercise reasonable care to invitees. ***(Lyons v. State*** (1987), **39** Ill. Ct. Cl. **192.)** The State has an obligation to use reasonable care and caution to keep its premises reasonably safe for the use of invitees, but such persons assume the normal, obvious or ordinary risks attendant on the use of the premises. (***Thornburg v. Northern Illinois University*** (1986), **39** Ill. Ct. Cl. **139.)** The State's duty extends to invitees to use reasonable and ordinary care against known or foreseeable damages. ***Stewart v. State*** (1985), **38** Ill. Ct. Cl. **200.**

To show negligence, the Claimant must prove that the State was negligent in its maintenance of the building, in that it had actual or constructive notice of a dangerous condition. (***Samuelson v. State*** (1986), **38** Ill. Ct. Cl. 257; ***Noonen v. State*** (1983), **36** Ill. Ct. Cl. 200; ***Nolan v. State*** (1983), **36** Ill. Ct. Cl. **194.)** Claimant has failed to show a dangerous condition of which the State had knowledge or should have had knowledge. Illinois law has consistently held that the State is not liable unless it has actual or constructive notice of the defect that caused the injury. (***Sewell v. Southern Illinois University*** (1979), **32** Ill. Ct. Cl. **430.)** In the instant case, there is no evidence that the State had actual or constructive knowledge or notice that the window could appear to be a door to Claimant and such window would be pushed hard, shatter and injure him. ***(Crile v. State*** (1984), **36** Ill. Ct. Cl. **176.)** Claimant failed to establish a ***prima facie*** case of negligence. Claimant did not prove that the State was negligent, and had actual or constructive notice of a defective condition. Claimant's claim is denied.

(No. 88-CC-0665—Claim denied.)

EDDIE LEE FLOWERS, Claimant, *v.* **THE STATE OF ILLINOIS**, Respondent.

Opinion filed October 11, 1989.

EDDIE LEE FLOWERS, pro se, for Claimant.

NEIL F. HARTIGAN, Attorney General (GREG RIDDLE and CAROL BARLOW, Assistant Attorneys General, of counsel), for Respondent.

BAILMENT—*inmate's* ***property—state's duty.*** The State has a duty to exercise reasonable care to safeguard and return property of an inmate of a penal institution when physical possession of that property is assumed by the State or when the State receipts for such property, such a bailment is created when actual physical possession is taken, and the **loss** of the bailed property while in the State's possession raises a presumption of negligence.

PRISONERS AND INMATES—*gold* ***chain lost—inmate failed to prove State had possession—claim denied.*** The Court of Claims denied an inmate's claim that the State was responsible for the loss of a gold chain which was allegedly sent to him at the prison, since the only proof offered was the inmate's hearsay statements, even though he was given adequate opportunity to show what property was delivered to the prison and who signed for it.

DILLARD, J.

This cause comes on to be heard following a Commissioner's report. Claimant, a prisoner in the custody of the Illinois Department of Corrections, filed his complaint in the Court of Claims seeking $400 for the loss of a gold chain. The cause was tried before the Commissioner. The evidence consists of the departmental report and the transcript of trial in two volumes. Neither the Claimant nor the Respondent filed a brief.

The Facts

Claimant seeks **$400** for a $221 gold chain he alleges was sent to him in prison on September 9, 1986, by his wife, and for his legal work, paper, xeroxing, and "agitation." Mr. Flowers testified that his wife sent him

an insured gold chain by mail. According to the Claimant, the postal service advised him that the prison chaplain had received the gold chain. Allegedly, the prison chaplain told Claimant that the gold was not "important" and he could "wait." After four or five months, Claimant was advised by prison authorities that they had received no gold chain sent to Claimant. According to Claimant, a tracer indicated the package was received at the prison institution by Chaplain Henderson who subsequently was fired. Claimant had attached to his complaint a copy of a jeweler's receipt for a **$117.50** chain and a postal receipt indicating insurance coverage on a package sent to the Menard Correctional Center on September **16,1986,** for **$150.**

Claimant presented no tracer and no other documentation that the gold chain was received at the State institution. The only evidence was his own hearsay testimony. Flowers said he had lost a piece of paper from the postmaster for Menard, Illinois, indicating the gold chain was delivered to the prison mailroom. Claimant further testified that he sought $400 because that was the original price of the chain but his wife got a **40%** to **60%** discount. Claimant alleged the gold chain was sent, received by the institution, and then stolen.

The Commissioner continued the hearing to give Claimant time to obtain documentation as to receipt by the institution of the gold chain from the postal authorities, his wife, or any other source. At the continued hearing, the Claimant presented no new documentation or a postal tracer to support his claim. The State indicated that they had learned that on September **19, 1986,** the prison did receive a letter for Inmate Flowers but there was no record as to what it contained.

Finally, Claimant testified at the second hearing that he really had purchased two items of jewelry, a chain and a medallion that cost **$160.53** in total. One chain was purchased at "Zayles" in November of **1985,** and the medallion at "Carson's'' on September **10, 1986.** However, the cancellation marked postal receipt attached to Claimant's complaint was stamped "Champaign, Illinois," November, **1986,** well after the September **16, 1986,** date of claimed loss. It was further brought out that in Claimant's grievance to the prison authorities, he only claimed the loss of a chain and not the loss of a medallion. Claimant testified that under Department of Corrections rules, every chain must have a medallion or it would be sent back.

The Law

The court has held in ***Doubling v. State*** (1976), **32** Ill. Ct. Cl. **1,** that the State has a duty to exercise reasonable care to safeguard and return an inmate's property when it takes actual physical possession of such property or when the institution receipts for such property. ***(Lewis v. State*** (1985), **38** Ill. Ct. C1.254.) Such actual physical possession creates a bailment. The loss of bailed property while in the possession of a bailee raises a presumption of negligence which the bailee must rebut by evidence of due care. (***Catenacci v. State*** (1978), **32** Ill. Ct. **C1.669.)**However, this Court has repeatedly held that before a recovery can be made by an inmate, it must be shown by positive proof that Claimant's property was in the exclusive possession of the Respondent. ***Talley v. State*** (1983), **35** Ill. Ct. Cl. **828.**

As in ***Talley***, a similar lost-mail case, Claimant unfortunately herein has failed to present positive proof that his property was in the exclusive possession of the

State. The Claimant was given chances at two separate hearings to present proof of the tracer to show just what property the U.S. Postal Service delivered to the prison on September 16, 1986, and who signed for it. This he did not do even though the Commissioner admonished Claimant to do so. The only proof was the Claimant's own hearsay statements. With the inconsistencies as to the claim for a chain and then also a medallion, and the November 1986 stamp on the postal receipt, Claimant has failed to meet his burden of proof.

Therefore, it is ordered that this claim be denied.

(Nos. 88-CC-3791, 88-CC-3792—Claim denied.)

STATE EMPLOYEES' RETIREMENT SYSTEM, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed January 12, 1990.

WINSTON & STRAWN (STEPHEN S. MORRILL, of counsel), for Claimant.

NEIL F. HARTIGAN, Attorney General (TERENCE J. CORRIGAN, Assistant Attorney General, of counsel), for Respondent.

STATE EMPLOYEES' RETIREMENT SYSTEM—claim for transfer of funds denied. The State Finance Act provides for the transfer of funds into the personal services line, but it does not require either a "rate" or "amount" transfer for retirement purposes, and the State Employees' Retirement System's claim with regard to a particular appropriation that it was entitled to either an amount equal to the rate or an amount equal to the total retirement line or both was denied, since the General Assembly intended that the rate not exceed a certain amount, that the amount not exceed the amount appropriated, and that a corresponding transfer to retirement lines of an amount equal to the rate to cover the additional personal services amount transferred not be required, and that no funds be paid to the System for such transferred funds.

RAUCCI, J.

Claimant State Employees' Retirement System (SERS) filed two claims and motions for summary judgment. We herewith consolidate these cases and render our judgment.

SERS filed complaints against the Department of Labor (88-CC-3792) which will sometimes be referred to as the "rate case" and the Department of Financial Institutions (88-CC-3791) hereinafter sometimes referred to as the "amount case." Contemporaneously, SERS filed motions for summary judgment in each case. Briefs have been filed by the parties and oral argument was held. Because we find that there are no factual issues, we treat the Respondent's brief in opposition in the two cases as countermotions for summary judgment, and decide these cases on the opposing motions for summary judgment.

In 1985, SERS, pursuant to the Illinois Pension Code (Ill. Rev. Stat. 1985, ch. 108½, pars. 14—135, 14—135.08), established a 7.532% retirement contribution rate for State agencies employing its members during Fiscal Year 1986. The rate represented the determination of the SERS Board that 7.532% of the State payroll was necessary for SERS to meet its obligations in Fiscal Year 1986. Ill. Rev. Stat. 1985, ch. 108½, pars. 14—131, 14—132.

In making appropriations for Fiscal Year 1986, the General Assembly, by line appropriation, appropriated an amount equal to 5.6% of the amounts appropriated for anticipated personal services expenditures for each State agency. It is not disputed that the General Assembly did not expressly state that the retirement contribution rate was 5.6% for retirement purposes, but in debate on

various appropriation bills the rate was stated as **5.6%.**

Pursuant to transfer authority, the Department of Labor (rate case) transferred funds into its personal services line. It did not transfer an amount equal to **5.6%** (or any amount) to cover retirement. If it had done so, the amount of $2,377.47 would have been available to pay SERS.

The Department of Financial Institutions (amount case) did not expend all of its personal services line or all of its retirement line. Applying the rate of 5.6%, the Department of Financial Institutions withheld the amount of **$3,297.57.**

SERS seeks in these cases to have us hold that they are entitled either to an amount equal to the rate, an amount equal to the total retirement line, or both. Taking a contrary position, the Respondent urges that SERS is not entitled to the rate since the appropriation does not specify a rate but an amount and is not entitled to the amount since the personal services were not rendered and not subject to the rate intended by the General Assembly.

We conclude that the Respondent's view is correct. Our holding is footed upon our analysis of the appropriations process of the General Assembly. As stated previously, the debates established the intent of the General Assembly to appropriate retirement funds in the amount equal to **5.6%** of expenditures for personal services (salaries). We also believe it was the legislative intent that if those salary lines were not totally expended that the retirement lines not be expended in excess of **5.61%** of the expended personal services lines.

The State Finance Act (Ill. Rev. Stat. **1987,** ch. **127,** par. **149.2)** provides for the transfer of funds into the

personal services line. It does not require either a "rate" or "amount" transfer for retirement purposes.

We conclude that the General Assembly intended that the rate not exceed 5.6%, the amount not exceed the amount appropriated; and by not *requiring* in section 13.2 of the State Finance Act a corresponding transfer to retirement lines of an amount equal to the rate to cover the additional personal services amount transferred, that no funds be paid to SERS for such transferred funds. Ill. Rev. Stat. **1987,** ch. **127,** par. **149.2.**

We would, however, respectfully recommend that the General Assembly consider passage of legislation that expressly states its intent so that SERS, agencies and ourselves could implement that intent.

It is therefore ordered, adjudged, and decreed that

1. Claimant's motions for summary judgment are denied.

2. Respondent's crossmotions for summary judgments are granted.

3. Claimant's claims are denied and forever barred.

(No. 88-CC-4548—Claim dismissed.)

RAJ GUPTA, M.D., Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed* May *24, 1990.

RAJ GUPTA, M.D., pro se, for Claimant.

NEIL F. HARTIGAN, Attorney General (STEVEN SCHMALL, Assistant Attorney General, of counsel), for Respondent.

PUBLIC AID CODE—*vendor invoice must list recipient identification number.* A vendor's invoice to the Illinois Department of Public Aid, charging for services to a named patient, must correctly list the recipient identification number assigned to that patient.

SAME—medical services for foster-care ward—wrong agency named as respondent—services not properly billed—untimely—claim dismissed. A claim for medical services provided to a foster care ward of the Department of Children and Family Services was dismissed where the record showed that the Claimant incorrectly named the Department of Children and Family Services rather than the Department of Public Aid as the responding agency and the action was barred by the applicable limitations period due to the fact that the Claimant failed to timely submit a rebilling after his original invoice was refused because of an incorrect recipient identification number.

SOMMER, J.

Dr. Gupta, a physician, filed this action on June 22, 1988, as a lapsed-appropriation claim in which he names the Illinois Department of Children and Family Services (DCFS) as responding agency. He is seeking payment for medical services which he had rendered during the period December 1 through 8, 1986, to a child who was then a foster-care ward of DCFS. Respondent has moved to dismiss the claim pursuant to Section 790.90 of the Court of Claims Rules (74 Ill. Adm. Code 790.90), subsections (1) and (5) of section 2—619 of the Code of Civil Procedure (Ill. Rev. Stat., ch. 110, par. 2—619(1), (5)), section 22(b) of the Court of Claims Act (Ill. Rev. Stat., ch. 37, par. 439.22(b)), and section 11—13 of the Public Aid Code (Ill. Rev. Stat., ch. 23, par. 11—13). Respondent contends that, as Claimant Gupta's patient was a recipient under the Medical Assistance Program (MAP) administered by the Illinois Department of Public Aid (IDPA) when these services were rendered, and as IDPA has sole vendor payment responsibility for recipients' medical care, the validity of this claim must be assessed against vendor-payment requirements, *e.g.*, those recognized in *Canlas v.* State (1987), 39 Ill. Ct. Cl. 150, and *Krakora v. State* (1987), 40 Ill. Ct. Cl. 233.

Respondent cites, in this instance, Claimant's failure to commence this action within the limitation period prescribed by the above-referenced statutes.

Claimant having received due notice of Respondent's motion, the Court makes the following findings.

In its report herein, IDPA describes the unique situation of foster-care children within the overall class of those individuals who receive Aid To Families With Dependent Children (AFDC) assistance. The basic needs of children in foster care (AFDC-F) and certain special needs of children receiving adoption assistance are provided by DCFS, in accordance with applicable State law and with Title IV-E of the Federal Social Security Act (sections **670** et *seq*., of Title **42,** U.S.C.). The medical needs of AFDC-F and adoption-assistance children are, however, paid for by IDPA under its Medical Assistance Program (MAP), in the same manner that such care is provided, under Article V of the Public Aid Code, to other AFDC children. See sections **118, 222,** and **308,** part **435, 42** C.F.R.; and see IDPA Rules **112.306, 120.3% (89** Ill. Adm. Code **112.306,** 120.324), and DCFS Rules **302.360, 359.9 (89** Ill. Adm. Code 302.360, 359.9).

In this case, Claimant's AFDC-F patient had been "removed from the home of the parent * * *, placed under the guardianship of [DCFS] * * *, and under such guardianship, placed in a foster family home" (section **4—1.2** of the Public Aid Code), and had thereby become qualified for AFDC recipient status under IDPA's MAP, prior to Claimant's rendition of the subject services. Throughout the child's foster-care placement (May **1985** through November 1987), IDPA had issued its medical eligibility cards to her foster parent, thereby enabling that parent to identify the child's AFDC-F (or

"category 98") eligibility status to vendors such as Claimant, from whom medical care for the child might be required. See Topics **130** and **131** of the MAP ***Handbook For Physicians*** and other MAP handbooks which IDPA issues to all MAP-participating vendors. In that IDPA, not DCFS, administers the Medical Assistance Program to which Claimant was obliged to invoice his charges for the subject services, and only IDPA possessed the funds appropriated for payment of Claimant's services, the statutory authority and payment mechanism to effect such payment, Claimant should appropriately have named IDPA **as** responding agency in this matter.

IDPA reports that the hospital in which this AFDC-**F** child was a patient had timely invoiced its charges for care during this inpatient stay (Nov. **21** through Dec. **9, 1986**), and had been paid by the Department on January **8, 1987.** Invoices were also timely received from four other physicians involved in the child's treatment during this stay, and all MAP-covered services charged in those invoices had also been paid by IDPA, during the period January **8** through March **4, 1987.** Each of said medical vendors' invoices had accurately identified the child whom they had treated, by listing the recipient identification number, or "RIN," which IDPA had assigned to the child.

Respondent also contends that Claimant's cause of action had already been barred by the time limitation imposed by section 22(b) of the Court of Claims Act and section **11—13** of the Public Aid Code. We agree. The record in this case shows that Dr. Gupta invoiced his charges for the subject services to IDPA on December **23, 1986;** that his DPA-form **2360** invoice listed an incorrect recipient identification number, or "RIN." By

voucher-response dated January 16,1987, IDPA notified Claimant that it was refusing to pay the invoiced service charges, because the "Recipient (as misidentified by the incorrect RIN listed on the invoice), was Not Eligible on Date(s) Of Service." A vendor's invoice to IDPA, charging for services to a named patient, must correctly list the RIN which has been assigned to that patient. See ***Rock Island Franciscan Hospital v. State*** (1987), 39 Ill. Ct. Cl. 100; ***Simon v. State*** (1987), 40 Ill. Ct. Cl. 246,249; ***Mercy Hospital and Medical Center v. State*** (1988), 40 Ill. Ct. Cl. 269, and prior decisions therein cited; ***Franciscan Medical Center v. State*** (1988), 84 CC 118; and ***Riverside Medical Center v. State*** (1988), 40 Ill. Ct. Cl. 274, 275.

Claimant does not allege that he rebilled these services, with a corrected RIN, to IDPA, within the one-year period prescribed by IDPA Rule 140.20 (89 Ill. Adm. Code 140.20). Instead, he filed this Court action on June 22, 1988, more than one year following IDPA's notice of payment refusal. By that time, his cause of action in respect to these services had already been barred, as provided by the above-referenced statutes.

It is therefore hereby ordered that Respondent's motion to dismiss Dr. Gupta's complaint and underlying cause, on the grounds addressed above in this opinion, is hereby granted; and this claim is dismissed.

(No. 89-CC-0764—Claim dismissed.)

WILLIAM R. HAZARD, Claimant, **u. THE STATE OF ILLINOIS,** Respondent.

***Order filed November* 30,1989.**

Order on petition for rehearing filed May 9, 1990.

CALDWELL, BERNER & CALDWELL (JEFFREY A. ROUHANDEH, of counsel), for Claimant.

NEIL F. HARTIGAN, Attorney General (ARLA ROSENTHAL, Assistant Attorney General, of counsel), for Respondent.

SCHOOLS—***committee for reorganization of schools.*** Pursuant to the School District Reorganization Act, each educational service region of the State with a population of 1,000,000 or less shall create a committee for the reorganization of school districts consisting of not less than seven public members and the regional superintendent of schools.

SAME—regional board of school trustees—has right to sue. A regional board of school trustees is a body politic with a perpetual existence and the right to sue or be sued.

SAME—duties of Illinois School Board of Education and county reorganization committee distinguished. The Illinois School Board of Education is designated as the State committee which generally sets up the rules that govern the Reorganization Committee and it also distributes funds to the local committees to offset the costs of reorganization studies, and the local committees have the authority to use the' money allocated for committee member expenses, as well as other reasonable expenses incurred by the committees, but the State committee has no principal-agent relationship with third parties who contract with the local committees.

SAME—Claimant contracted with local reorganization committee—State had no liability—claim dismissed. The Court of Claims dismissed with prejudice a claim for the services rendered by the Claimant for a local school district reorganization committee pursuant to a contract requiring him to conduct research concerning two reorganization studies of certain school districts, since the local committee was responsibile for the expenses incurred in conducting that research, and the State had no principal-agent relationship with the local committee which would render it liable to pay for such services.

ORDER

RAUCCI, J.

This cause coming on to be heard on the motion of Respondent to dismiss the claim herein, due notice

having been given the 'parties hereto, and the Court being fully advised in the premises:

The court finds that the Claimant is seeking recovery for a breach of an oral agreement between Claimant, William Hazard, and the Illinois State Board of Education. On or about the first week of February 1, 1986, McHenry County Region Reorganization Committee, through its agent, Dixie O'Hara, Regional Superintendent of Schools, solicited a proposal from the Claimant to conduct research concerning two reorganization studies of certain school districts in McHenry County. Claimant agreed to perform said studies and submitted a proposal on March 6, 1986, to Dixie O'Hara. On March 6, 1986, McHenry County Reorganization Committee through its agent Dixie O'Hara instructed 'Claimant to begin work on said reorganization studies.

McHenry County Reorganization Committee is not a part of the Illinois State Board of Education. McHenry County Reorganization Committee was created by section 3 of the 1985 School District Reorganization Act (Ill. Rev. Stat. 1987, ch. 122, par. 1502—3), and charged with the responsibility of developing a plan to reorganize the McHenry County Region's school districts. Each educational service region had the responsibility of creating a reorganization committee and therefore the McHenry County Region Reorganization Committee is the agent for McHenry Educational Service Region as stated in section 3(a). "Within 60 days of the effective date of this act, each educational service region of the State with a population of 1,000,000 or fewer inhabitants shall create a committee for the reorganization of school districts consisting of not less than 7 public members and the regional superintendent of schools." Ill. Rev. Stat. 1987, ch. 122, par. 1502—3a.

There is a regional board of school trustees for that territory in each educational service region exclusive of any school district organized under Article **34** and exclusive of any school district whose school board has been given the powers of school trustees. (Ill. Rev. Stat. **1987,** ch. **122,** par. **6—2.)** Since McHenry County Reorganization Committee was created by McHenry Educational Service Region it is therefore its agent. (Ill. Rev. Stat. **1987,** ch. **122,** par. **1502—3.)** McHenry Educational Service Region is managed by the regional board of school trustees, a body politic which has the perpetual existence to sue or be sued. Ill. Rev. Stat. **1987,** ch. **122,** par. **6—2.**

McHenry County Reorganization Committee contracted with Claimant to pay him for his services when he completed his research. The State Board of Education or the State of Illinois is not a party to the contract between McHenry County Reorganization Committee and the Claimant. Claimant's contract action, if any, is against the Regional Board of School Trustees of McHenry County, Illinois, since it is the body politic which governs the educational service region and has the power to sue or be sued.

The Illinois School Board of Education is designated as the State Committee which generally sets up rules that the Reorganization Committee must follow and also distributes funds to the local committees to offset the costs of reorganization studies. (Ill. Rev. Stat. **1987,** ch. **122,** par. **1502—5.)** The McHenry County Region Reorganization Committee had the authority to use the money allocated from the State for committee member expenses, stenographic expenses, as well as other reasonable expenses incurred by the reorganization committees. **(23** Ill. Adm. Code Subtitle A,

550.300(b)(1)) The State committee has no principal-agent relationship with the negotiations between a reorganization committee and a third party who contracted to provide services to the reorganization committee in order to complete its own study. There is also no principal-agent relationship between the State of Illinois and the reorganization committee or the State of Illinois and McHenry Educational Service Region.

Wherefore, it is hereby ordered that the claim of the Claimant is dismissed with prejudice.

ORDER ON PETITION FOR REHEARING

RAUCCI, J.

This cause coming on to be heard on Claimant's petition for rehearing, it is ordered that the petition for rehearing is denied.

(No. 89-CC-0884—Claim dismissed.)

UNIVERSITY OF CHICAGO PROFESSIONAL SERVICES OFFICES, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed April 27, 1990.

BURTON A. BROWN, for Claimant.

NEIL F. HARTIGAN, Attorney General (STEVEN SCHMALL, Assistant Attorney General, of counsel), for Respondent.

PUBLIC AID *Corm—Medical Assistance Program—enrollment of physician required.* In order for a physician to claim a payment for services rendered under the Department of Public Aid's Medical Assistance Program, the physician must be properly enrolled, and the Department only permits the enrollment of individual physicians, not group practices, therefore only

the physician or physicians who render services have standing to be Claimants in an action before the Court of Claims.

SAME—invoice requirements applicable to claim for services rendered under Medical Assistance Program. The Department of Public Aid requires that a physician's invoice for services rendered under the Medical Assistance Program identify each procedure or service performed by the date and specific numerical procedure code and the physician who performed the procedure.

PRACTICE AND PROCEDURE—***presentation of claims to State departments must be pleaded.*** Pursuant to the Court of Claims Rules, a Claimant is required to plead, fully and in detail, the Claimant's prior presentations of claims to a State department and the department's responding actions.

PUBLIC AID CODE—***Medical Assistance Program—claim for services—Claimant must plead prior invoices submitted to Department of Public Aid.*** When a supplier of services or materials under the Medical Assistance Program files a claim with the Court of Claims, the supplier is required to specifically plead its prior invoices submitted to the Department of Public Aid and the Department's voucher-responses, and that requirement is directly related to the Department's rule that invoices must be submitted and received by the Department in a timely manner.

SAME—Medical Assistance Program Handbook—notice of invoice requirements. Each vendor enrolled in the Department of Public Aids Medical Assistance Program receives a copy of the Medical Assistance Program Handbook, and that Handbook constitutes notice to the vendor of the requirements applicable to the submission of invoices for services, including the requirements that the Department's invoice forms be used, that services be identified, that the invoices be properly completed, and that they be submitted in a timely manner.

SAME—limitation period—services rendered under Medical Assistance Program. Subject to certain limited exceptions, the Department of Public Aid requires that a vendor's initial invoices for goods and services provided under the Medical Assistance Program be received by the Department of Public Aid within six months following the date the services were rendered or the goods supplied in order for the State to be liable for payment.

SAME—***Medical Assistance Program—claim for services denied—initial invoices not timely.*** A claim for services provided under the Medical Assistance Program of the Department of Public Aid was denied, where the record showed that the Claimant failed to submit invoices to the Department in the manner and time prescribed, and the fact that other physicians had submitted in a timely manner invoices for services rendered to the same patient during the same time span established that the Claimants could have invoiced the subject services prior to the expiration of the limitations period.

SOMMER, J.

This vendor-payment action identifies Claimant as University of Chicago Professional Services Offices, apparently a physician group practice, and Department of Public Aid (IDPA) as responding agency. The claim seeks payment of medical services rendered to patient Waicosky, an IDPA recipient, during the period October 23 through November 20, 1986. The complaint lists the patient's name and IDPA-assigned recipient ID number (RIN); however, there is no verifiable allegation that Claimant's physicians' charges for any of the subject services had been invoiced to IDPA for payment.

No Disclosure of Proper Claimant

IDPA's department report challenges Claimant group practice's standing to bring this action, and Claimant's failure adequately to identify the physician or physicians who actually rendered the services here at issue. Enrollment as a participant in IDPA's Medical Assistance Program (MAP) is a condition precedent to a physician's right to claim payment for services rendered to IDPA recipients. (*Canlas v. State* (1987), 39 Ill. Ct. Cl. 150; *Krakora v. State* (1987), 40 Ill. Ct. Cl. 233; *Simon v. State* (1987), 40 Ill. Ct. Cl. 246.) As IDPA permits enrollment only of individual physicians, not their group practices, and as ownership of the right to receive a vendor payment ordinarily may not be assigned (Ill. Rev. Stat., ch. 23, par. 11—3; *Atherton v. State* (1982), 35 Ill. Ct. Cl. 387), only the physician or physicians who rendered the subject services would have standing to be Claimants in this action. *Pinckneyville Medical* Group *v. State* (1988), 41 Ill. Ct. Cl. 176.

As the complaint fails to identify the actual vendor(s) of these services, IDPA is unable to investigate each vendor's MAP-enrollment status as of the dates on which the services were rendered; nor can it determine whether any of such vendors' specific services may previously have been invoiced and paid.

No Allegations of Previous Claim Presentation and of Responding IDPA Action

A second deficiency concerns the absence of any verifiable allegation that charges for these services had been invoiced to IDPA, prior to Claimant's filing of this Court action. Although Claimant's medical vendor-form complaint alleges that

" * * * the amounts invoiced to the Department for such services, the dates and sequence of Claimant's invoices to the Department, and the actions of the Department in response to those invoices (and the dates of such actions)"

were as itemized in its attached bill of particulars, neither the bill of particulars nor any of the complaint exhibits identify specific DPA-form invoices, containing charges for specifically identified medical procedures or other services as rendered by specifically identified vendors. According to IDPA's report, the prescribed IDPA invoice form and related MAP ***Handbook For Physicians*** instructions require that the physician identify each procedure or service performed by the date thereof and by specific numerical procedure code (see ***Simon,*** at 248; ***Methodist Medical Center v. State*** (1986), 38 Ill. Ct. Cl. 208,210; ***Memorial Medical Center v. State*** (1988), 40 Ill. Ct. Cl. 73, 75), and that the invoice identify the physician who performed the procedure. The complaint here fails to supply any IDPA invoice form or any other description of the medical procedures for which payment is sought.

Our requirement in section 790.50(a)(3), (a)(9) of

the Court of Claims Rules (74 Ill. Adm. Code 790.50(a)(3), (a)(9)), and section 11 of the Court of Claims Act (Ill. Rev. Stat., ch. 37, par. 439.11), that Claimants plead, fully and in detail, both their prior presentations of claims to a State department and the department's responding actions, is especially appropriate when applied to complaints filed pursuant to section 11—13 of the Public Aid Code by vendors of medical services and goods furnished to recipients of public aid. (Ill. Rev. Stat., ch. 23, par. 11—13.) ***United Cab Driveurself, Znc. v. State*** (1987), 39 Ill. Ct. Cl. 91; ***Barnes Hospital v. State*** (1982), 35 Ill. Ct. Cl. 434; ***Rock Zsland Franciscan Hospital v. State*** (1982), 36 Ill. Ct. Cl. 377; ***Convalescent Home of the First Church of Deliverance v. State*** (1988), 41 Ill. Ct. C1.39.) A vendor's obligation specifically to plead its prior invoices submitted to IDPA, and the Department's voucher-responses, is directly related to the requirement, in IDPA Rule 140.20 (89 Ill. Adm. Code 140.20), that such invoices be timely submitted to and received by IDPA.

The significance of IDPA Rule 140.20 is that it obligates medical vendors to present their service charges to the Department in a prescribed manner and within a prescribed time, if a vendor expects to be paid by the State for services rendered to IDPA recipients. As noted here in the Department's report, IDPA staff typically receive no advance notice, from either vendor or patient, that specific medical services are to be performed or have been performed other than the vendor's charges for services as presented to IDPA on IDPA invoice forms. The use of such forms is mandated by subsections (a) and (b) of the Rule. The requirements for completion of these forms, and the provisions of Rule 140.20 itself, are contained in IDPA's MAP ***Handbook,*** a copy of which has been issued to each

vendor upon enrolling as a MAP-participant. Accordingly, each participating vendor has received notice that only IDPA-form invoices are to be used in presenting charges for such services, that services are to be identified, and the invoice-forms completed and certified in accordance with ***Handbook*** instructions, and that properly completed invoices must be received by IDPA within the time prescribed in Rule **140.20,** in order for the State to have any liability for payment.

In a series of decisions, this Court has given recognition to IDPA's regulatory requirement that vendors' initial invoices, charging for goods and services supplied to recipients, must be received by the Department within six months following the date services were rendered or goods supplied, in order for Respondent to be liable for paying such charges. ***Weissman v. State*** (1977), **31** Ill. Ct. Cl. **506; *Rush Anesthesiology Group v. State*** (1983), ***35*** Ill. Ct. Cl. **851; *St. Joseph's Hospital v. State*** (1984), **37 Ill.** Ct. **Cl.** 340; ***St. Anthony Hospital v. State*** (1984), **37** Ill. Ct. Cl. **342; *Mercy Hospital v. State*** (1985), **38** Ill. Ct. **C1.389; *Mercy Hospital v. State*** (1985), **38** Ill. Ct. Cl. **388; *Bethesda Hospital v. State*** (1986), **39** Ill. Ct. Cl. **299; *Louis A. Weiss Memorial Hospital v. State*** (1986), **39 Ill.** Ct. Cl. **299; *Riverside Medical Center v. State*** (1986), no. **84-**CC-1671; ***St. Bernard Hospital v. State*** (1986), **39** Ill. Ct. C1.300; ***Rock Zsland Franciscan Hospital v. State*** (1987), **39** Ill. Ct. Cl. 100; ***Canlas, Krakora, Simon*** and ***Pinckneyville Medical Group,*** all cited above; and ***Passavant Area Hospital v. State*** (1988), **41** Ill. Ct. Cl. **222.** We have also considered exceptions to the six month invoicing deadline, available in certain circumstances under subsection (c) of IDPA Rule **140.20. *Rock Zsland Franciscan Hospital v. State*** (1984), **37** Ill. Ct. Cl. **343; *Franciscan Medical Center v. State*** (1988), **40** Ill. Ct.

Cl. 274; ***Riverside Medical Center v. State*** (1988), 40 Ill. Ct. Cl. 275; ***Pilapil v. State*** (1988), 41 Ill. Ct. Cl. 217; ***Pilapil v. State*** (1988), 41 Ill. Ct. Cl. 223; and ***Treister & Wilcox v. State*** (1989), no. 85-CC-2097.

IDPA further reports that five physicians had submitted their IDPA-form invoices to the Department for services to Waicosky, rendered during the same time span as the services for which Claimant here seeks payment, and that said invoices were timely received and were paid by IDPA. These vendor payments establish that Claimant's physicians could have invoiced the subject services for MAP adjudication prior to the deadline set in Rule 140.20.

Respondent has moved for summary judgment on this claim, in accordance with section 2—1005 of the Illinois Civil Practice Law (Ill. Rev. Stat., ch. 110, par. 2—1005), based upon Claimant's failure to allege or establish that any of the subject services had been invoiced to IDPA in the manner and within the time prescribed by subsections (a), (b) and (c) of IDPA Rule 140.20. Compliance with such requirements is an essential element of a section 11—13 (Ill. Rev. Stat., ch. 23, par. 11—13) vendor-payment action; see *Canlas,* at 152; ***Krakora,*** at 237, 238; ***Simon,*** at 249. On or about January 12, 1990, the Claimant was granted 28 days to respond to the Respondent's motion. The Claimant did not respond. We grant Respondent's motion.

It is therefore hereby ordered and adjudged that Respondent's motion for summary judgment on the complaint and respective underlying causes, on the grounds addressed above in this opinion, is hereby granted; judgment as to all issues is entered against Claimant and its vendors and in favor of Respondent herein; and this claim is dismissed with prejudice.

(No. 89-CC-1221—Claimant awarded $11,752.62.)

MANSFIELD ELECTRIC Co., Claimant, *v.*
THE STATE OF ILLINOIS, Respondent.

***Order filed October* 2,1989.**

WOLFSON AND PAPUSHKEWYCH (GERRI PAPUSHKEWYCH, of counsel), for Claimant.

NEIL F. HARTIGAN, Attorney General (LANCE T. JONES, Assistant Attorney General, of counsel), for Respondent.

LAPSED APPROPRIATIONS—*electrical contract—extras—stipulation for award in excess of funds appropriated rejected—award granted in amount of unobligated appropriation.* The Claimant performed extra work in connection with a contract for electrical work at a State school, but the parties' stipulation for an award in an amount in excess of the appropriated funds was rejected, since such an award would be tantamount to a deficiency appropriation, therefore an award was entered in the amount of the unobligated balance of the appropriation.

MONTANA, *C.*J.

This cause comes on to be heard on the parties' stipulation of judgment and joint motion for entry of judgment, due notice having been given, and the Court being advised;

On October **31, 1988,** the Claimant, Mansfield Electric Company, commenced this action by filing its complaint against the Respondent's Capital Development Board (hereinafter referred to as the CDB) seeking **$14,635.82** plus interest. In May of the following year the Respondent filed a departmental report compiled by the CDB and offered as ***prima facie*** evidence of the facts contained therein pursuant to section **790.140** of the rules of the Court of Claims **(74** Ill. Adm. Code **790.140.)** In relevant part the report stated as follows:

1. The CDB entered into a contract with Mansfield Electric Co., on April 12, 1984, in the amount of $50,129.00 for electrical work, rehab. of vocational & dietary buildings, Illinois School for the Deaf, Jacksonville, Illinois, CDB Project No. 765-160-012, CDB Contract No. 84-0665-85.

2. CDB issued change order no. 1 dated November 1,1984, in the amount of +$2,875.90 to revise electric outlets and lighting in three rooms and install electric panel as described on architect's field order. Relocate electrical conduits at girls' restroom in dietary building. The adjusted contract amount was $53,004.90.

3. CDB issued change order no. 2 dated November 1,1984, in the amount of +1,099.82 to extend power to compressor as defined by equipment requirements in southeast corner of automotive shop. Connect equipment to power. Original location of welder was changed. Add two additional F-1 fixtures adjacent to existing F-1 fixtures. Switch with existing fixtures. The adjusted contract amount was $54,104.72.

4. On or about November 21, 1984, Mansfield *(sic)* Electric Co., submitted a final payment application for payment in the amount of $15,760.22.

5. On or about February 19, 1985, CDB accounting section processed the final payment application for payment in the amount of $15,760.22.

6. On or about February 25, 1985, CDB issued a certificate of final acceptance certifying that the work contained in the contract had been inspected, that all punch list items had been completed, and Mansfield Electric Co. had fulfilled all his contractual obligations, guarantees and was hereby authorized to receive final payment in full, including all retainage.

7. On or about July 14,1988, CDB received a letter from Mansfield Electric Co. detailing subsequent information regarding the plans and specifications for this project which required the replacement of three single phase, oil filled, 75 KVA transformers. The replacement was made and the transformers removed from the site during the contract term. However, upon attempting to dispose of these units, it was brought to Mansfield's attention by salvage dealers that the transformers contained Pyranol which is a PCB based material.

Mansfield Electric Company contacted several hazardous waste disposal companies. Mansfield Electric contracted with Rose Chemicals of Kansas City, Missouri, who operated a hazardous waste disposal facility in Holden, Missouri, for the disposal of these materials. Rose Chemicals was paid and Mansfield believed that they had fully discharged their responsibilities with respect to the contract and hazardous waste.

On or about April 17, 1986, Mansfield was advised by a representative of Illinois Power Company acting in behalf of the potentially responsible parties that Rose Chemicals had not disposed of the hazardous waste for which it was responsible. Further, Rose Chemicals was in violation of Environmental Protection Agency rules and regulations, also, was in the process of seeking bankruptcy.

On or about May 8, 1985, at Rose Chemicals PRP's meeting, it was determined that each PRP would contribute $200 to cover initial costs of investigating the magnitude and severity of the problems. The steering committee contracted with Clean Sites, Inc., to direct the cleanup effort.

On or about April 25, 1988, the steering committee notified Mansfield

Electric Co. of a buy-out offer which represented the cleanup of the Rose site to the extent of the agreement in exchange for a payment of **$2.60** per pound of material sent to Rose, which amounts to **$12,324.**

8. The remaining balance of the line item appropriation was insufficient to cover the costs of Mansfield Electric Co., incurred under this contract. The remaining unobligated balance of line item appropriation number: **141-51198-6600-14-82** was **$11,752.62.**

9. On or about December **13,1988,** CDB was only able to issue change order no. **3** in the amount of **$11,752.60** which is the remaining unobligated balance of the line item appropriation which covers a portion of the expense incurred by Mansfield Electric Company.

CONCLUSION

Capital Development Board agrees that Mansfield Electric Company is due the **$14,635.82** as there was no mention of PCB contamination in the contract documents and the transformers were not labeled. Due to the unobligated balance of the 'line item appropriation being only **$11,752.62,** which the CDB issued change order no. **3** in the amount, would leave a contract balance of **$11,752.62** which would have lapsed as of September **30, 1985.** Therefore, CDB agrees that **$11,752.62** is due and owing to Mansfield Electric Company.

The pleading now before the Court was filed on July 21, 1989. Therein at paragraph three they stated: "3. Mansfield and the CDB agree that the court should enter judgment forthwith in favor of Mansfield and against the CDB in the total amount of Fourteen Thousand, Six Hundred Thirty-Five and 82/100ths Dollars ($14,635.82). This stipulated judgment amount is in full settlement of all claims made by Mansfield in its complaint herein." This Court is not bound by such stipulations and we cannot acquiesce in approving this one. In effect the parties are asking us to award $2,883.20 in excess of the funds appropriated for the project. To award that money would be tantamount to making a deficiency appropriation. Appropriating funds is the prerogative of the legislature. For purposes of possible future consideration of this issue by the legislature, we point out that, other than the agreement of the parties and the conclusion of the CDB, there is nothing in the record to indicate that the Claimant suffered any more

damages than the $200 investigation cost and the $12,324 cost stated in the bid for cleanup of the Rose site which, after the award we will enter, would leave uncompensated damages of $801.38. The departmental report does indicate that Rose was paid an unspecified sum prior to seeking bankruptcy. No bill of particulars itemizing the damages sought was filed with the complaint as required by section 790.50a(9) of the rules of this Court (74 Ill. Adm. Code 790.50a(9)).

For the reasons stated above, it is hereby ordered that the Claimant be, and hereby is, awarded the sum of $11,752.62. Because of the lack of sufficient funds appropriated and the amount of the award, we need not comment on the issue of there not being a change order in an amount sufficient to cover the agreed settlement. *Evans Construction v. State,* No. 88-CC-0017.

(No. **89-CC-1450—Claim dismissed.)**

WILLIAM HICKS, Claimant, *v.* **NORTHEASTERN ILLINOIS UNIVERSITY, BOARD OF GOVERNORS OF STATE COLLEGES AND UNIVERSITIES, NORTHEASTERN ILLINOIS UNIVERSITY PRINT,** Respondents.

***Order filed February* 6,1990.**

CALVITA J. FREDERICK & ASSOCIATES, P.C. (CALVITA J. FREDERICK, of counsel), for Claimant.

NEIL F. HARTIGAN, Attorney General, and DUNN, GOEBEL, ULBRICH, MOREL & HUNDMAN (HELEN OGAR, of counsel), for Respondents.

NEGLIGENCE—*claim against student newspaper—paper not agent of State—no jurisdiction—claim dismissed.* A tort claim against a student newspaper at a State university was dismissed for lack of jurisdiction, since

the Court of Claims has exclusive jurisdiction over tort claims only against the Board of Governors of State Colleges and Universities and the newspaper was not an agent **of** the Board and did not receive direct State general revenue funds, therefore the Court had no jurisdiction over the newspaper and the Board was an improper party.

DILLARD, J.

This cause coming on to be heard on the Respondent's motion to dismiss and following oral argument, due notice having been given and the Court being fully advised in the premises;

The Court finds that pursuant to section 8(d) of the Court of Claims Act, this Court has exclusive jurisdiction over tort claims only against the Board of Governors of State Colleges and Universities. (Ill. Rev. Stat., ch. 37, par. 439.8(d).) The student newspaper, the ***Northeastern University Print,*** a/k/a the ***Uni Print*** is not an agent of the Board **of** Governors of State Colleges and Universities or Northeastern Illinois University. Furthermore, the newspaper receives no direct State general revenue funds. Therefore, this Court has no jurisdiction over the university or ***Uni Print*** and the Board of Governors is an improper party to this suit since no agency relationship exists.

Thus it is hereby ordered that the claim herein is dismissed with prejudice.

(No. 89-CC-2060—Claimant awarded $2,386.37.)

ALBERT W. COOK, Claimant, *v.* **THE DEPARTMENT OF PUBLIC AID,** Respondent.

Order on motion for summary judgment filed October 11, 1989

SMITH, LARSON, PITTS, WALTERS & METZ, LTD. (MARK G. SPENCER, of counsel), for Claimant.

NEIL F. HARTIGAN, Attorney General (CHARLES R. SCHMADEKE, Assistant Attorney General, of counsel), for Respondent.

PUBLIC AID CODE—***income tax refunds withheld to cover allegedly delinquent maintenance obligation—no delinquency—award granted.*** An award was granted to the Claimant pursuant to his motion for summary judgment for the amount of his State income tax refunds which were improperly withheld because of his alleged delinquency in maintenance payments to his former wife, since the record showed that the Claimant was current in his maintenance payments and there was no genuine issue of material fact.

RAUCCI, J.

This cause coming on to be heard on the Claimant's motion for summary judgment and the verified complaint being the only record before us, the Court finds that the Respondent withheld Claimant's Illinois income tax refunds for 1984, 1985, 1986 and 1987 in the total amount of $3,274.99 because Claimant was allegedly delinquent in maintenance payments to his former wife. On April 21, 1986, the circuit court of Madison County found all payments to be current and Claimant has submitted evidence (cancelled checks) showing payment to his former wife until her death on September 28, 1986.

The Department of Public Aid paid Claimant the sum of $888.62 by check dated February 6, 1989, leaving a balance of $2,386.37 due to Claimant.

There is no genuine issue of material fact and Claimant is entitled to summary judgment.

It is therefore ordered, adjudged, and decreed that Claimant's motion for summary judgment is granted, and Claimant is awarded two thousand three hundred eighty-six and 37/100 dollars ($2,386.37) in full and complete satisfaction of this claim.

(No. 90-CC-0206—Claimant awarded $10,200.00 plus interest.)

KAUFMAN GRAIN CO., Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed October 11, 1989.

DEFFENBAUGH, LOWENSTEIN, HAGEN, OEHLERT & SMITH (GARY SMITH, of counsel), for Claimant.

NEIL F. HARTIGAN, Attorney General (FRANK A. HESS, Assistant Attorney General, of counsel), for Respondent.

ATTORNEY *FEES—fee dispute—joint stipulation—award granted.* In the matter of a claim arising from an attorney fee dispute pursuant to the Illinois Administrative Procedure Act which was settled by a consent decree, an award was entered according to the parties' joint stipulation for settlement, notwithstanding the fact that the Court of Claims is not bound by such agreements, since there was no reason to prolong the controversy, the parties entered into the agreement with full knowledge of the facts and the law, it was for a just and reasonable amount, and the Court had no reason to question the suggested award.

MONTANA, *C.J.*

This cause comes before the Court on the parties' joint stipulation for settlement which states:

This claim arises from an attorney fee dispute pursuant to the Illinois Administrative Procedure Act (Ill. Rev. Stat. 1987, ch. 127, par. 1014.1), which was

settled, and by consent decree, reduced to judgment in the Sangamon County Circuit Court.

The parties have investigated this claim, and have knowledge of the facts and law applicable to the claim, and are desirous of settling this claim in the interest of peace and economy.

Both parties agree than an award of $10,200, pursuant to the circuit court order, is both fair and reasonable.

Claimant agrees to accept, and Respondent agrees to pay Claimant $10,200, plus statutory interest, in full and final satisfaction of this claim and any other claims against Respondent arising from the events which gave rise to this claim.

The parties hereby agree to waive hearing, the taking of evidence, and the submission of briefs.

This Court is not bound by such an agreement, but it is also not desirous of creating or prolonging a controversy between parties who wish to settle and end their dispute. Where, as in the instant claim, the agreement appears to have been entered into with full knowledge of the facts and law and is for a just and reasonable amount, we have no reason to question or deny the suggested award.

It is hereby ordered that the Claimant be awarded $10,200.00 plus statutory interest, in full and final satisfaction of this claim.

(No. 90-CC-2004—Claim dismissed.)

CORNFIELD & FELDMAN, Claimant, *v.* **THE STATE OF ILLINOIS**, Respondent.

Order filed March 7,1990.

Order on motion to reconsider filed June 4,1990.

NEIL F. HARTIGAN, Attorney General (ROBERT J. SKLAMBERG, Assistant Attorney General, of counsel), for Respondent.

REPRESENTATION AND INDEMNIFICATION—***Representation and Zndemnification of State Employees Act—when action*** of ***Court*** of ***Claims*** is ***not necessary to effect payment.*** Payments to be made pursuant to the Representation and Indemnification of State Employees Act are to be paid from the State treasury on the warrant of the Comptroller out of appropriations made to the Department of Central Management Services specifically designed for the payment of such claims, and no action by the Court of Claims is necessary to effect such payment.

SAME—Claimant defended State employee—claim for fees—stipulation disapproved—claim within scope of Representation and Indemnification of State Employees Act—no action of Court necessary to effect payment. The Claimant successfully represented an employee of the Department of Corrections in a civil suit and, pursuant to a stipulation, the parties agreed that the Claimant should be granted an award for attorney fees, but the Court of Claims disapproved the stipulation and dismissed the claim, since the Claimant, if it was entitled to be paid, was entitled to payment under the Representation and Indemnification of State Employees Act, and no action by the Court of Claims was necessary to effect that payment.

SAME—appropriated funds depleted—action by court of Claims still not warranted. The Claimant's motion to reconsider the dismissal of its claim for attorney fees incurred in representing a State employee was denied, notwithstanding the fact that the funds appropriated to the Department of Central Management Services for the payment of such claims pursuant to the Representation and Indemnification of State Employees Act had been depleted, since those funds are often depleted, and the Claimant's recourse was not the Court of Claims, but an appropriation from the legislature.

ORDER

MONTANA, C.J.

Claimant, the law firm of Cornfield and Feldman, brought this claim on January 29,1990, seeking payment

of *$7,750* for legal services. In relevant part their complaint alleges as follows:

"1. That Claimant defended Illinois Department of Corrections employee Wilson Hoof in a cause entitled ***Edward Buchannan v. Michael O'Leary, Warden at Stateville Correctional Center, Sergeant Wilson Hoof, prison guard at Stateville Correctional Center, and Various Unnamed Employees of Stateville Correctional Center,*** No. 85 C 8883, such action having been brought under **42** U.S.C. $1983 in the United States District Court for the Northern District of Illinois.

2. That the Attorney General had declined to represent defendant Wilson Hoof in said lawsuit after determining that the acts allegedly giving rise to same, if proven to be true, would not have been within the scope of defendant Hoof's State employment, or would constitute intentional, willful or wanton misconduct, as prescribed Section 2(c) of the Representation and Indemnification of State Employees Act (Ill. Rev. Stat. 1985, ch. 127, §1302(c)). Defendant Hoof thereupon retained the services of the Claimant herein.

3. That the Attorney General did notify Claimant herein that if the above-referenced litigation concluded with a finding that Wilson Hoof is a prevailing party, his attorneys' fees due to Claimant would be reimbursed by the State of Illinois. (See letter to Jacob Pomeranz from Office of Attorney General, dated December 8, 1986, attached hereto as Exhibit **1).**

4. That the cause against defendant Hoof was voluntarily dismissed with prejudice, and defendant Hoof was deemed to be the prevailing party in that action. (A copy of the District Court's dismissal Order is attached hereto as Exhibit **2).**

5. That since the Attorney General declined to appear on behalf of defendant Hoof in the subject lawsuit, and defendant Hoof was deemed to be the prevailing party in that action, he is entitled to indemnification by the State for reasonable attorneys' fees incurred in that legislation.

6. That the Claimant herein rendered services in the amount of $7,750.00 in defending Wilson Hoof as described above, such sum being reasonable for said representation, and the Respondent should reimburse the Claimant therefor. (Documentation supporting the time expended by the Claimant is attached hereto as Exhibit 3)."

On February ***5,*** 1990, the Respondent filed a stipulation agreeing to our entering the award in the amount claimed. In relevant part the stipulation provided as follows:

1. That the Claimant is a law firm which defended Illinois Department of Corrections employee Wilson Hoof in a cause entitled, ***Edward Buchannan*** v. ***Michael O'Leary, Warden at Stateville Correctional Center, Sergeant Wilson Hoof, prison guard at Stateville Correctional Center, and Various Unnamed Employees of Stateville Correctional Center,*** No. 85 C

8883, such action having been brought under **42** U.S.C. $1983 in the United States District Court for the Northern District **of** Illinois.

2. That the Attorney General had declined to represent defendant Wilson Hoof in said lawsuit in accordance with section 2(c) of the Representation and Indemnification of State Employees Act **(Ill.** Rev. Stat. 1985, ch. 127, par. 1302(c)). Defendant Hoof thereupon retained the services of the Claimant herein.

3. That the cause against defendant Hoof was voluntarily dismissed with prejudice, and defendant Hoof was deemed to be the prevailing party in that action.

4. That since the Attorney General declined to appear on behalf of defendant Hoof in the subject lawsuit, and defendant Hoof was deemed to be the prevailing party in that action, he is entitled under the Act to indemnification by the State for reasonable attorneys' fees incurred in that litigation.

5. That the Claimant herein rendered services in the amount **of** $7,750.00 in defending Wilson Hoof as described above, such sum being reasonable for said representation, and the Respondent should reimburse the Claimant therefor.

6. That Respondent therefore agrees to the entry of an award in favor of Claimant, Cornfield and Feldman, in the amount of $7,750.00 (seven thousand, seven hundred fifty dollars and no/cents), in full and final satisfaction of the claim herein.

This Court is not bound by such stipulations and we cannot acquiesce in approving the one at bar based on the following reason. The Claimant, if entitled to be paid for the services rendered, is only so entitled based on "An Act to provide for representation and indemnification in certain civil law suits." (Ill. Rev. Stat., ch. 127, par. 1301 *et seq.*) This Court has previously decided that payments made pursuant to that Act are to be paid "from the State Treasury on the warrant of the Comptroller out of appropriations made to the Department of Central Management Services specifically designed for the payment of * * * (such claims)." (Ill. Rev. Stat., ch. 127, par. 1302(e)(i).) No action by the Court of Claims is required to effect payment. See *Norman v. State* (1983), 35 Ill. Ct. C1.895-908, a series of decisions, and, in particular, the Court's decisions in *Lin*

v. State (1988), 41 Ill. Ct. Cl. 80 and ***Lin v. State*** (1989), 41 Ill. Ct. Cl. 80.

Accordingly, it is hereby ordered that this claim be, and hereby **is,** dismissed.

ORDER ON MOTION TO RECONSIDER

MONTANA, C.J.

This cause comes on to be heard on the Respondent's motion to reconsider, due notice having been given, and the Court being advised;

On March **7,1990,** the Court entered **an** order which dismissed this claim. Respondent's motion states in pertinent part as follows:

1. That this Court denied this claim for attorney fees on March 7, 1990, on the grounds that Claimant's entitlement to an award, if any, would be based on the Representation and Indemnification of State Employees Act (Ill. Rev. Stat. **1987,** ch. 127, par. **1301** et ***seq.***), and that payment made pursuant to the Act is to be made "out of appropriations made to the Department of Central Management Services specifically designed for the payments of * * * (such claims)."

2. That the claim herein was brought only because of the depletion of the said fund, such that Claimant's only recourse is the instant claim before this Court.

The Court takes judicial notice that the fund is often depleted. However, we do not find that to be sufficient grounds for overturning our March 7, 1990, decision. The Court of Claims is not the forum to turn to when appropriations have been exhausted. There was no money in the fund when ***Lin v. State*** (1988), 41 Ill. Ct. Cl. 80 and ***Lin v. State*** (1989), 41 Ill. Ct. Cl. 80, were decided. The Claimant had to wait.

Claimant does have recourse. New funds will in all likelihood be appropriated. Had Claimant made application to the Department of Central Management

Services at the time this action was filed, Claimant would likely have been paid, if entitled to be paid, sooner than it would by collecting through the Court of Claims. The Court of Claims is not authorized by section *24* of the Court **of** Claims Act (Ill. Rev. Stat., ch. **37,** par. **439.24)** to pay such an award directly and could not pay the award sought without seeking and obtaining an appropriation from the legislature. Funding of **"An** Act to provide for representation and indemnification in certain civil lawsuits" is the prerogative of the General Assembly.

It is hereby ordered that the motion at bar be, and hereby is, denied.

LAW ENFORCEMENT OFFICERS, CIVIL DEFENSE WORKERS, CIVIL AIR PATROL MEMBERS, PARAMEDICS, FIREMEN AND STATE EMPLOYEES COMPENSATION ACT

OPINIONS NOT PUBLISHED IN FULL FY 1990

Where a claim for compensation filed pursuant to the Law Enforcement Officers, Civil Defense Workers, Civil Air Patrol Members, Paramedics, Firemen and State Employees Compensation Act (Ill. Rev. Stat., ch. 48, par. 281 *et seq.*), within one year of the date of death of a person covered by said Act, is made and it is determined by investigation of the Attorney General of Illinois as affirmed by the Court of Claims, or by the Court of Claims following a hearing, that a person covered by the Act was killed in the line of duty, compensation in the amount of $20,000.00 or $50,000.00 if such death occurred on or after July 1, 1983, shall be paid to the designated beneficiary of said person or, if none was designated or surviving, then to such relative(s) as set forth in the Act.

88-CC-1247	Cushway, Cathy Ann	$50,000.00
89-CC-1401	Perez, Elida G.	20,000.00
89-CC-3117	Landrum, Geneva Kay	50,000.00
89-CC-3275	Maicach, Donna J.	50,000.00
89-CC-3370	Troeung, Kinh	50,000.00
90-CC-0415	Kush, Deana	50,000.00
90-CC-1598	Samec, Josephine	50,000.00
90-CC-1626	Gill, Regina	50,000.00
90-CC-1658	Shalin, Iris Lynn	50,000.00
90-CC-2545	Lee, James L. & Dorothy A.	50,000.00

CASES IN WHICH ORDERS OF AWARDS WERE ENTERED WITHOUT OPINIONS FY 1990

82-CC-0580	Barton, Renee .	$ 37,500.00
82-CC-2582	State Farm Insurance Co., as Subrogee of William DeFazio	500.00
84-CC-1815	Burrell, Henry	1,000.00
85-CC-1958	Marshal, Kathleen	89.00
85-CC-3018	Dickerson, Cora	840.15
86-CC-0532	M & S Excavating	2,594.00
86-CC-0534	Natkin & Co.	542,789.00
86-CC-1155	Moten, Alfred & Virginia	900.00
86-CC-1219	Nixon, John	173.02
86-CC-3329	Komorowski, Frances	3,000.00
86-CC-3558	Harris, Sharon .	13,750.00
87-CC-1517	Epley, Donna	12,900.00
87-CC-1733	Grogg, Richard L.	15,000.00
87-CC-2117	Conroy, Russell L.	4,816.00
87-CC-2475	Latimore, Marquetta; a Minor, by her Mother & Next Friend, Annetta Latimore & Geanell Latimore, minor	2,250.00
87-CC-3499	Kincaid, Sandra	2,500.00
88-CC-0179	Melton Truck Lines, Inc.	10,000.00
88-CC-0995	Weiss, John F.	116.40
88-CC-1668	Trotter, Lenny	50.00
88-CC-1679	Dempsey, Gordon F.	100.00
88-CC-3267	Weiner, Sol	6,000.00
88-CC-3775	Maxwell, Bunny; Special Admr. of the Estate of Jeffrey Clark Swan & Andrew Swan, Corey Swan & Jillian Swan	85,000.00
89-CC-0672	Marx, Anna W.; Admr. of the Estate of David J. Marx	80,000.00
89-CC-0760	Dalesandro, Nick	34,167.08
89-CC-0878	Logston, Robert	450.00
89-CC-1123	Kern, Debra Ann	49,000.00
89-CC-2140	Marx, James C.; a Minor, by Anna W. Marx, Mother	(Paid under claim 89-CC-0672)
89-CC-2335	Mraz, Mildred	1,285.00
89-CC-2998	Aldana, Rudy & Rouidio	465.00

89-CC-3531	Patnaude, Marlin T.	1,400.00
89-CC-3684	Heiligemtein & Badgley	16,650.00
89-CC-3733	O'Brien, James K.	450.00
89-CC-3824	Rawal, Harshad C.	865.00
89-CC-3838	Burmeister, Jane	761.88
90-CC-0283	Mexican American Legal Defense & Educational Fund	98,885.00

CASES IN WHICH ORDERS OF DISMISSAL WERE ENTERED WITHOUT OPINIONS FY 1990

78-CC-0420	Corn, Laura
81-CC-0519	Conliss, Kara Christian; etc.
81-CC-0721	Carter, Byford
82-CC-0620	Bryke, Edward J.
82-CC-1102	Dalton, Jerod J.
82-CC-2147	Alexander, Mildred
82-CC-2151	Dunmore, Ann L.
82-CC-2799	Andersen, Mary E.
83-CC-0302	Spencer, Robert
83-CC-0308	Watt, Charles D.
83-CC-1180	Pellegrino, Lenin, M.D.
83-CC-1392	Collins, Evelyn; etc.
83-CC-1579	Toney, Janis; etc.
83-CC-1931	Steele, Virginia S.
83-CC-2140	Longan, Thomas
83-cc-2352	Capitol Claim Service, Inc.
83-CC-2550	Sorrentino, John
83-CC-2711	Flores, Javier; etc.
83-CC-2723	Velazquez, Miguel; etc.
83-CC-2797	Crout, Danny L.; etc.
83-CC-2817	St. Anthony Hospital
84-cc-0265	St. Anthony Hospital
84-CC-0415	Schmidt, Glenn; etc.
84-CC-0505	Ziegler, Katherine S.
84-CC-0724	Elrod, Frances; Special Admr. of Estate of Charles Freels, Dec'd.
84-CC-0805	Thomas, Joyce
84-CC-1057	Lally, Michael
84-CC-1152	Flaherty, Suzanne A.
84-CC-1615	Petrauskas, Petronele
84-CC-1735	Smith, Johnny
84-CC-1826	Adams, Dennis
84-cc-1984	Foley, Sharon
84-cc-2237	Roseland Community Hospital
84-CC-2946	Ayers, Sandra
84-CC-2950	Fitzmaurice, M.

84-CC-3263	Reffett, Gary; etc.
84-CC-3536	Office for Family Practice
85-CC-0032	Kaminski, Mitchell, Jr., M.D.
85-cc-0121	Shonetski, Donna
85-CC-0229	Sanderlin, Bonita; etc.
85-CC-0784	Ronk, Elmer L.; etc.
85-CC-0913	Mueller, Randy
85-CC-1097	Pantenburg, Dale
85-CC-1740	Kogen, Howard; Kogen, Jerry; Kogen, Sheldon, d/b/a Kogen Enterprises
85-CC-1741	Lutheran General Hospital
85-CC-1957	Kladar, Paul
85-cc-2401	Yello, Marian L.
85-CC-2742	Office Store Co.
85-CC-2942	Farmer, Harold Keith; by Geneva Farmer, Guardian
85-cc-3000	Leddy, Laura
86-CC-0100	Xerox Corp.
86-CC-0184	Sherman Hospital
86-CC-0186	Sherman Hospital
86-CC-0187	Sherman Hospital
86-CC-0268	Dohrmann, Robert
86-CC-0444	Chicago Metro Sanitary District
86-CC-0454	Lutheran General Hospital
86-CC-0511	Dalton, Terry Lee
86-CC-0585	Gardner, Sarah A.
86-CC-1304	Radick, Thomas
86-CC-1553	Ridgeview House, Inc.
86-CC-1554	Williams, Ricky; etc.
86-CC-1730	Banks, Patricia
86-CC-1793	Salone, Valee L.; etc.
86-CC-1794	Salone, Valee L.; etc.
86-CC-1795	Salone, Valee L.; etc.
86-CC-1824	Kozlowski, Sheryl L.
86-CC-2348	Rafferty, Jay
86-CC-2356	MCC Powers
86-cc-2357	MCC Powers
86-cc-2362	Pribyl, Donald & Ardis
86-cc-2538	Tagler, George J.
86-CC-2599	Turner, Vincent
86-CC-2752	Cruthird, George
86-CC-2782	Sanchez, Maria; etc.

86-CC-2937	Logan, Frances
86-CC-3082	Munster Steel
86-CC-3196	Duque, Adoracion, M.D.
86-CC-3214	Management Information Search
86-CC-3289	Maryasin, Larisa
86-CC-3290	Vazquez, Karl
86-CC-3305	Winters, Nancy M.
86-CC-3376	Meis of Illiana
86-CC-3372	Collis, Dorothy; etc.
86-cc-3447	Hemminger, Henry O.
86-CC-3496	Peoples Gas Light & Coke Co.
87-CC-0141	Clemens, Barbara A.
87-CC-0147	West, Kathleen C.
87-CC-0171	Brown, Marysue
87-CC-0246	McCulloch, Thomas O.
87-CC-0315	Hannon, Randy
87-CC-0337	Nicolosi, Phillip J.
87-CC-0731	Ryan, Catherine M.
87-CC-0806	Chhabria, Shaku, M.D.
87-CC-0874	Drosos, Charmaine
87-CC-0958	Orsolini, Reginald A., Ph.D.
87-CC-0959	Orsolini, Reginald A., Ph.D.
87-CC-0974	Chicago Hospital Supply Corp.
87-CC-0976	Vanderport, Gary
87-CC-1114	Howell, Jonathan B.
87-CC-1153	Langston, Eugene
87-CC-1269	Jones, Antoine
87-CC-1287	McCorkle Court Reporters, Inc.
87-CC-1298	Rubin, Larry Bruce
87-CC-1375	Universal Home Health, d/b/a Quality Care
87-CC-1479	Garcia, Santa
87-CC-1551	Kuzma-Papesh, Lilli
87-CC-1680	Davis, Mary B.
87-CC-1869	Xerox Corp.
87-CC-1914	Gran Cal Clinical Laboratory, Inc.
87-CC-1917	Baker, Ruby
87-CC-2126	Smock, Earl F.
87-CC-2298	Help at Home, Inc.
87-CC-2509	Touhy, Susan
87-CC-2696	Help at Home, Inc.
87-CC-2816	Lopez, Gonzalo

87-CC-2856	Herman, David; Derango, Manus; & Tuftie, Randy
87-CC-2981	Insurance Car Rental
87-CC-3184	Illini Power Products
87-CC-3274	Lincoln, Sarah Bush, Health Center
87-CC-3336	Lowery, Keith M.
87-CC-3337	Freeman, Raymond
87-CC-3377	Fischetti, Peter
87-CC-3405	Dalisay, Senen R., M.D.
87-CC-3415	Forms Group, Inc.
87-CC-3723	Lincoln, Sarah Bush, Health Center
87-cc-3759	Erhart, Susan R.
87-CC-3813	Adams, John
87-CC-3915	Booker, Samuel
87-CC-4111	Pulliam, Jerry & Dorain Marie
87-CC-4113	Ingalls Memorial Hospital
87-CC-4161	Kumar, Kumud V., M.D.
87-CC-4216	Whalen, Thomas
87-CC-4240	Bogaard, Neil R.
88-CC-0087	Livengood, Leonard
88-CC-0105	Trovato, Frank
88-CC-0111	Beel, Natalie R.
88-CC-0124	Hamilton, Daniel
88-CC-0260	Quintanilla, James C.
88-CC-0261	Woolard, Thomas C.
88-CC-0301	Walker, A. J., Construction Co.
88-CC-0343	Nordeen, Terrence
88-CC-0385	Schnair, Barry
88-CC-0405	Warren, Edward
88-CC-0542	Illinois Valley Radiologists, Ltd.
88-CC-0615	Thomas, George A. & Konewko, Michael R.
88-CC-0618	Helge, Robert
88-CC-0681	Mid-West Stationers, Inc.
88-CC-0682	Mid-West Stationers, Inc.
88-CC-0683	Mid-West Stationers, Inc.
88-CC-0685	Mid-West Stationers, Inc.
88-CC-0860	Community College Dist. 508
88-CC-0862	Cronin, Timothy E.
88-CC-1029	Deady, Suzanne C.
88-CC-1064	Johnson, Ilene Davidson
88-CC-1088	MacWright, James
88-CC-1177	Tate, Josephine

88-CC-1278 Silver Cross Hospital
88cc1333 Schulenburg, John
88-CC-1405 Atlantic Envelope Co.
88-CC-1442 Moffett, Rudolph
88-CC-1463 A-1 Lock, Inc.
88-CC-1531 Jegen, William E.
88-CC-1654 Key Equipment & Supply Co., Inc.
88-CC-1662 Janke, Georgianna
88-CC-1710 Howard, Raynaldo
88-CC-1771 Williams, James E.
88-CC-1803 Botti, Marinaccio, DeSalvo & Pieper
88-CC-1804 Botti, Marinaccio, DeSalvo & Pieper
88-CC-1858 Diaz, Luz; etc.
88-CC-1865 Excelsior Youth Center
88-cc-1919 Loftus, Mark
88-cc-1991 Cooks, Kevin
88-CC-2109 Williams, Scott
88-CC-2264 Ballog, Edward
88-cc-2361 Parkinson, Edwin R.
88-CC-2385 Peters, Wallace L.
88-CC-2447 Decker, Arline
88cc2464 Isom, Craig
88-CC-2465 Johnson, Kenneth Lee
88-CC-3153 Cooley, Mary H.
88-CC-3265 Waver, Karen Marie; etc.
88-cc-3266 Stetler, Albin R.
88-cc-3401 Fortunato, Farrell & Davenport
88-CC-3789 Ali, Ashraf
88-CC-3862 Bouc, Otto, M.D.
88-CC-4075 Twin Tele-Communications
88-CC-4080 Twin Tele-Communications
88-CC-4093 Thurmond, Kevin
88-CC-4162 Hauser, James C.
88-CC-4179 Mt. Olivet Cemetery
88-CC-4211 Dustman, J. Anthony, M.D.
88-CC-4261 Hennebery, Michael L., as Guardian for Shirlee Heffer-
nan
88-CC-4300 Alfaro, Jose
88-CC-4429 Hromek's Court Reporters
88-CC-4569 Crabb, J. Wayne
88-CC-4607 Bates, Joyce

88-CC-4643	Sherman, Rita L.
88-CC-4651	Hamer, Jeff
88-CC-4680	Givens, Jeffrey
89-CC-0131	Spears, Thomas, Sr.; etc.
89-CC-0144	Anala, Philip Z.
89-CC-0145	Anala, Philip Z.
89-CC-0171	Lorenz, Troy J.
89-CC-0195	Hromeks, Diane, Court Reporters
89-CC-0196	Hromeks, Diane, Court Reporters
89-CC-0197	Hromeks, Diane, Court Reporters
89-cc-0199	Hromeks, Diane, Court Reporters
89-CC-0201	Hromeks, Diane, Court Reporters
89-CC-0202	Hromeks, Diane, Court Reporters
89-CC-0203	Hromeks, Diane, Court Reporters
89-CC-0204	Hromeks, Diane, Court Reporters
89-CC-0206	Hromeks, Diane, Court Reporters
89-CC-0208	Hromeks, Diane, Court Reporters
89-CC-0209	Hromeks, Diane, Court Reporters
89-CC-0210	Hromeks, Diane, Court Reporters
89-CC-0211	Hromeks, Diane, Court Reporters
89-CC-0212	Hromeks, Diane, Court Reporters
89-CC-0213	Hromeks, Diane, Court Reporters
89-CC-0214	Hromeks, Diane, Court Reporters
89-CC-0215	Hromeks, Diane, Court Reporters
89-CC-0216	Hromeks, Diane, Court Reporters
89-CC-0217	Hromeks, Diane, Court Reporters
89-CC-0218	Hromeks, Diane, Court Reporters
89-CC-0219	Hromeks, Diane, Court Reporters
89-cc-0221	Hromeks, Diane, Court Reporters
89-CC-0222	Hromeks, Diane, Court Reporters
89-CC-0223	Hromeks, Diane, Court Reporters
89-CC-0224	Hromeks, Diane, Court Reporters
89-CC-0225	Hromeks, Diane, Court Reporters
89-cc-0226	Hromeks, Diane, Court Reporters
89-CC-0227	Hromeks, Diane, Court Reporters
89-CC-0228	Hromeks, Diane, Court Reporters
89-CC-0229	Hromeks, Diane, Court Reporters
89-CC-0230	Hromeks, Diane, Court Reporters
89-CC-0238	Krieg, Bradley
89-CC-0284	Dunn & Martin
89-CC-0294	McGee, Paul

89-CC-0330	McGaw, Foster G., Hospital
89-CC-0331	McGaw, Foster C., Hospital
89-CC-0413	Wodarczyk, Josephine
89-CC-0417	Central Telephone Co.
89-CC-0443	Gedroic, Bernard
89-CC-0446	Demeter, Istvan
89-CC-0532	Lake Co. Sheriff
89-CC-0551	Bush, Diann
89-CC-0561	McCorkle Court Reporters, Inc.
89-CC-0651	McCaw, Foster C., Hospital
89-CC-0653	McGaw, Foster G., Hospital
89-CC-0654	McGaw, Foster G., Hospital
89-CC-0655	McGaw, Foster G., Hospital
89-CC-0656	McGaw, Foster G., Hospital
89-CC-0657	McGaw, Foster G., Hospital
89-CC-0658	McGaw, Foster G., Hospital
89-CC-0661	Simpson, Cynthia & Lucian
89-CC-0693	McGaw, Foster G., Hospital
89-CC-0728	Kubitschek, Kevin J.
89-CC-0729	Kubitschek, Kevin J.
89-CC-0730	Kubitschek, Kevin J.
89-CC-0731	Kubitschek, Kevin J.
89-CC-0732	Kubitschek, Kevin J.
89-CC-0733	Kubitschek, Kevin J.
89-CC-0734	Jones, Linnie
89-CC-0753	Mattison, Rosemary & Charles
89-CC-0759	Altergott, Robert H.
89-CC-0834	Sycamore Municipal Hospital
89-CC-0853	Mitchell, Vincent
89-CC-0856	Hunter-Bey, Markus
89-CC-0888	Joseph, Hugh; Admr. of Estate of M.
89-CC-0889	Lumbermans & Manufacturers
89-CC-0890	Lumbermans & Manufacturers
89-CC-0908	Branch, Calvin
89-CC-0929	Henry Co. Sheriff
89-CC-0934	Iowa, University of, Hospitals & Clinics
89-CC-0952	Swedish-American Hospital
89-CC-0986	Xerox Corp.
89-CC-0999	Dennis, Richard J.
89-CC-1000	Dennis, Richard J.
89-CC-1114	Grzelak, Mark

89-CC-1130 Grundy Co. Health Dept.
89-CC-1133 McGaw, Foster G., Hospital
89-CC-1162 Burton, Albert
89-CC-1214 Dickinson, Alice V.
89-CC-1222 Hancock Co. Health Dept.
89-CC-1402 Quality Care
89-CC-1439 Dowling, Scott H.
89-CC-1494 Giannis, Gus P.
89-CC-1495 Giannis, Gus P.
89-CC-1538 Community Hospital of Ottawa
89-CC-1540 Community Hospital of Ottawa
89-CC-1542 Community Hospital of Ottawa
89-CC-1543 Chuprevich, Joseph W., Dr.
89-CC-1545 Chuprevich, Joseph W., Dr.
89-CC-1546 Chuprevich, Joseph W., Dr.
89-CC-1577 Community Hospital of Ottawa
89-CC-1578 Community Hospital of Ottawa
89-CC-1579 Snell, Brent, D.O.
89-CC-1580 Snell, Brent, D.O.
89-CC-1581 Snell, Brent, D.O.
89-CC-1583 Snell, Brent, D.O.
89-CC-1584 Snell, Brent, D.O.
89-CC-1585 Snell, Brent, D.O.
89-CC-1586 Snell, Brent, D.O.
89-CC-1587 Snell, Brent, D.O.
89-CC-1588 Quality Care
89-CC-1589 Quality Care
89-CC-1590 Quality Care
89-CC-1591 Quality Care
89-CC-1592 Quality Care
89-CC-1593 Quality Care
89-CC-1594 Quality Care
89-CC-1628 Young, Henry
89-CC-1634 Golden Circle Senior Citizens Council
89-CC-1656 Springfield Hilton
89-CC-1660 Springfield Hilton
89-CC-1692 Marianjoy Rehabilitation Center
89-CC-1701 Long Elevator & Machine Co., Inc.
89-CC-1713 Safety Kleen Corp.
89-CC-1758 Leader Distributing, Inc.
89-CC-1804 Quality Care

89-CC-1815	Quality Care
89-CC-1824	Midwest Construction Products Corp.
89-CC-1857	Economy Fire & Casualty
89-CC-1882	Brooks, Rosie; etc.
89-CC-1892	Cain, Luther
89-CC-1902	Irvington Mental Health Center
89-CC-1942	Midwest Construction Products Corp.
89-CC-1991	Ely-El, Clifton C.
89-CC-1996	Quality Care
89-CC-1997	Quality Care
89-CC-2005	Jimerson, Sharon
89-CC-2085	Quality Care
89-CC-2086	Quality Care
89-CC-2089	Plenum Publishing Corp.
89-CC-2114	Lake Center Management, Inc.
89-CC-2115	Lake Center Management, Inc.
89-CC-2116	Lake Center Management, Inc.
89-CC-2117	Lake Center Management, Inc.
89-CC-2146	McCorkle Court Reporters, Inc.
89-CC-2147	McCorkle Court Reporters, Inc.
89-CC-2183	Quality Care
89-CC-2184	Quality Care
89-CC-2185	Quality Care
89-CC-2191	Quality Care
89-CC-2193	Quality Care
89-CC-2194	Quality Care
89-CC-2201	Dresbach Distributing Co.
89-CC-2241	Farrell, Charles
89-CC-2306	Accurate Reporting Co.
89-CC-2337	Bierbrodt, Lonnie Steven
89-CC-2341	Quality Care
89-CC-2342	Quality Care
89-CC-2343	Quality Care
89-CC-2344	Quality Care
89-CC-2351	CASA Central Corp.
89-CC-2367	Rosen, Lois Anne
89-CC-2450	Wang Laboratories
89-CC-2461	Wang Laboratories
89-CC-2502	Quality Care
89-CC-2509	Taylor, Paul
89-CC-2517	Motorola, Inc.

89-CC-2523	Quality Care
89-CC-2525	Sam's 24 Hour Towing, Inc.
89-CC-2536	Egghead Discount Software
89-CC-2596	Illinois Bell Telephone Co.
89-CC-2612	Quality Care
89-CC-2614	Unisys Corp.
89-CC-2615	Unisys Corp.
89-CC-2649	Quality Care
89-CC-2650	Quality Care
89-CC-2651	Quality Care
89-CC-2654	Kourelis, Catherine
89-CC-2689	Cats Co.
89-CC-2691	Cats Co.
89-CC-2701	Williams, James E.
89-CC-2705	Watson, Everitt M.; etc.
89-CC-2712	Quality Care
89-CC-2733	Builders Square, Inc.
89-CC-2758	Memorial Medical Center
89-CC-2793	U.S. Oil Co., Inc.
89-CC-2814	Thomas, Arthur
89-CC-2817	Quality Care
89-CC-2818	Quality Care
89-CC-2819	Quality Care
89-CC-2820	Quality Care
89-CC-2821	Quality Care
89-CC-2822	Quality Care
89-CC-2845	Psychodiagnostics, Ltd.
89-CC-2846	Psychodiagnostics, Ltd.
89-CC-2847	Psychodiagnostics, Ltd.
89-CC-2848	Psychodiagnostics, Ltd.
89-CC-2849	Psychodiagnostics, Ltd.
89-CC-2850	Psychodiagnostics, Ltd.
89-CC-2851	Psychodiagnostics, Ltd.
89-CC-2852	Psychodiagnostics, Ltd.
89-CC-2853	Psychodiagnostics, Ltd.
89-CC-2854	Psychodiagnostics, Ltd.
89-CC-2855	Psychodiagnostics, Ltd.
89-CC-2892	Xerox Corp.
89-CC-2901	Pink, Calvin
89-CC-2906	Bismarck Hotel
89-CC-2907	Bismarck Hotel

89-CC-2921 Berry, Manuel
89-CC-2929 Bey, Anthony Johnson
89-CC-2933 Fleming, Alice
89-CC-2944 Xerox Corp.
89-CC-2956 Psychodiagnostics, Ltd.
89-CC-2958 Eilker, Eugene W.
89-CC-2966 Wilson, Melvin
89-CC-2983 Scott, Robert B.
89-CC-2984 Quality Care
89-CC-2986 Psychodiagnostics, Ltd.
89-CC-2987 Psychodiagnostics, Ltd.
89-CC-2988 Psychodiagnostics, Ltd.
89-CC-2989 Psychodiagnostics, Ltd.
89-CC-3086 Data Documents
89-CC-3106 St. Therese Medical Center
89-CC-3119 Bogan, Anthony
89-CC-3137 Evanston Hospital
89-CC-3162 YMCA of Metropolitan Chicago
89-CC-3175 Racal-Milgo Information Systems
89-CC-3259 World Travel Associates
89-CC-3270 East Alton, Village of
89-CC-3273 Commonwealth Edison
89-CC-3301 World Travel Associates
89-CC-3305 American Technical Society
89-CC-3311 Linox Co.
89-CC-3313 Mikell, Arkenneth
89-CC-3328 O'Hearn, Gerald
89-CC-3344 310 Center
89-CC-3349 Hampton, Douglas
89-CC-3376 Michael, Lucy J.
89-CC-3391 George Alarm Co.
89-CC-3399 Hart, Richard O.
89-CC-3414 Donelson, Millie M.
89-CC-3423 Peitsch, Ewald
89-CC-3455 Psychodiagnostics, Ltd.
89-CC-3465 Alonzo, Julia
89-CC-3467 Catholic Charities
89-CC-3468 Catholic Charities
89-CC-3473 Quality Care
89-CC-3500 Kilquist, William J.; Sheriff
89-CC-3501 Kilquist, William J.; Sheriff

89-CC-3502	Kilquist, William J.; Sheriff
89-CC-3503	Kilquist, William J.; Sheriff
89-CC-3504	Kilquist, William J.; Sheriff
89-CC-3505	Kilquist, William J.; Sheriff
89-CC-3506	Kilquist, William J.; Sheriff
89-CC-3507	Kilquist, William J.; Sheriff
89-CC-3508	Kilquist, William J.; Sheriff
89-CC-3509	Kilquist, William J.; Sheriff
89-CC-3517	Powley, Ruth G.
89-CC-3521	Safety-Kleen
89-CC-3522	Safety-Kleen
89-CC-3523	Northwest Medical Clinic
89-CC-3525	Northwest Medical Clinic
89-CC-3526	Psychodiagnostics, Ltd.
89-CC-3529	Brouillard, John
89-CC-3537	Sun Refining & Marketing Co.
89-CC-3539	Sun Refining & Marketing Co.
89-CC-3540	Sun Refining & Marketing Co.
89-CC-3541	Sun Refining & Marketing Co.
89-CC-3547	Illinois Correctional Industries
89-CC-3565	Jones, Nancy J., & Jones, Jerry E.
89-CC-3615	Sam's 24 Hour Towing
89-CC-3625	Vallen Safety Supply Co.
89-CC-3685	Weisenberg, Joseph
89-CC-3686	Psychodiagnostics, Ltd.
89-CC-3687	Association for Retarded Citizens
89-CC-3689	Goodin, John
89-CC-3691	Holiday Inn
89-CC-3693	Holiday Inn
89-CC-3696	Holiday Inn
89-CC-3698	Holiday Inn
89-CC-3709	McNeal, Melvin
89-CC-3758	Chao, Tai & Chao, Hsiang
89-CC-3759	Kustom Construction Co., Inc.
89-CC-3762	United Charities of Chicago
89-CC-3763	United Charities of Chicago
89-CC-3764	United Charities of Chicago
89-CC-3765	United Charities of Chicago
89-CC-3766	United Charities of Chicago
89-CC-3767	United Charities of Chicago
89-CC-3768	United Charities of Chicago

89-CC-3769	United Charities of Chicago
89-CC-3770	United Charities of Chicago
89-CC-3771	United Charities of Chicago
89-CC-3772	United Charities of Chicago
89-CC-3773	United Charities of Chicago
89-CC-3774	United Charities of Chicago
89-CC-3775	United Charities of Chicago
89-CC-3776	United Charities of Chicago
89-CC-3777	United Charities of Chicago
89-CC-3778	United Charities of Chicago
89-CC-3779	United Charities of Chicago
89-CC-3780	United Charities of Chicago
89-CC-3781	United Charities of Chicago
89-CC-3782	United Charities of Chicago
89-CC-3785	United Charities of Chicago
89-CC-3784	United Charities of Chicago
89-CC-3785	United Charities of Chicago
89-CC-3787	Campbell, Jacqueline
89-CC-3796	Professional Nurses Bureau
89-CC-3802	Austin Radiology Assoc., Ltd.
89-CC-3815	Mathis, Max G. & Mathis, Bernice
89-CC-3817	Illinois Correctional Industries
89-CC-3823	Chevy Chase Nursing Home
89-CC-3826	ZBM, Inc.
89-CC-3853	Rosen, Allen H.
89-CC-3857	LVI Transportation, Inc.
89-CC-3858	Wilson, Paul R., Jr.
89-CC-3865	Zmudka, Emil; Guardian of Szurek, Mary Ann
90-CC-0005	Klimt, Carole M.
90-CC-0009	DeKelaita, Robert
90-cc-0010	Our World, Inc.
90-CC-0013	Banhart, Clarence A.
90-CC-0050	Robinson, Floyd
90-CC-0090	Friedman, Patricia
90-cc-0101	Continental Airlines
90-CC-0104	Meza, Rafael
90-CC-0108	Armstrong, James
90-CC-0141	SIU School of Medicine
90-CC-0150	North American Financial Group
90-cc-0166	Wilson, Charles
90-CC-0167	DeLoncker, Frank E.

90-CC-0171	George Alarm Co.
90-CC-0172	George Alarm Co.
90-CC-0173	George Alarm Co.
90-CC-0174	George Alarm Co.
90-CC-0176	Brownworth, Katherine
90-cc-0183	Moss, Susan M.
90-cc-0200	Byrd, Willie
90-CC-0205	Madden, Margaret A.
90-CC-0209	Order From Horder
90-CC-0219	Sachtleben, Sue
90-CC-0227	Barron, Debra
90-cc-0229	Chatham Capital Markets, Inc.
90-CC-0237	Heard, Michael
90-cc-0239	Liu, Guanghua
90-cc-0210	Hooks, Nora
90-CC-0246	**Dotson,** Thomas A.
90-cc-0219	Baker, Bertha; Mother & Next Friend of Behnke, Charles
90-CC-0258	S.I.U. School of Medicine
90-cc-0263	Lowe, Sylvester
90-CC-0268	IBM Corp.
90-CC-0276	Veal, Johnnie
90-cc-0280	Wilcoxen, James P.
90-cc-0290	Mason, Anthony
90-CC-0301	McGee, Milton
90-CC-0303	Bureau Co. Sheriff Dept.
90-CC-0304	Kankakee Co. Sheriff Dept.
90-CC-0309	Illinois, University of, at Chicago
90-CC-0311	Illinois, University of, at Chicago
90-CC-0314	Cook, Stephen G., M.D.
90-CC-0316	Champaign Co. Sheriff Dept.
90-CC-0317	Marion Co. Sheriff Dept.
90-CC-0324	Pusch, Brenda M.
90-CC-0325	Douglas Co. Sheriff
90-CC-0326	Douglas Co. Sheriff
90-cc-0331	Peoria Yellow Checkered Cab Corp.
90-cc-0333	Vermilion Co. Sheriff's Dept.
90-CC-0337	Zion, City of
90-cc-0345	Whiteside Co. Sheriff's Dept.
90-CC-0346	Williamson Co. Sheriff's Dept.
90-CC-0347	Lake Co. Sheriff's Dept.
90-CC-0348	Seeberger, Helen

90-cc-0349	Rogalski, Christine
90-CC-0357	Ogle Co. Sheriff's Dept.
90-CC-0358	Madison Co. Sheriff's Dept.
90-cc-0359	Davis, Benjamin
90-CC-0369	Jackson Co. Sheriff's Dept.
90-CC-0371	Jackson Co. Sheriff's Dept.
90-CC-0372	Jackson Co. Sheriff's Dept.
90-CC-0373	Jackson Co. Sheriff's Dept.
90-CC-0374	Jackson Co. Sheriff's Dept.
90-CC-0387	Prairie Farms Dairy, Inc.
90-CC-0394	Good Samaritan Hospital
90-CC-0405	Robinson, Donald
90-CC-0406	Froelich, Lauretta
90-CC-0407	ZBM, Inc.
90-cc-0412	Linkon Auto Supply
90-cc-0436	Cook Co. Dept. of Corrections
90-cc-0442	Mauro, Anne
90-CC-0453	Evans, Helen
90-cc-0464	Hodge, Terry Odell
90-CC-0467	State Employees' Retirement System of Illinois
90-cc-0468	State Employees' Retirement System of Illinois
90-CC-0469	State Employees' Retirement System of Illinois
90-CC-0470	State Employees' Retirement System of Illinois
90-CC-0471	State Employees' Retirement System of Illinois
90-CC-0472	State Employees' Retirement System of Illinois
90-cc-0473	State Employees' Retirement System of Illinois
90-cc-0474	State Employees' Retirement System of Illinois
90-cc-0475	State Employees' Retirement System of Illinois
90-CC-0476	Springfield Hilton
90-CC-0478	Springfield Hilton
90-cc-0479	Springfield Hilton
90-CC-0481	Springfield Hilton
90-CC-0482	Springfield Hilton
90-cc-0483	Springfield Hilton
90-CC-0492	Springfield Hilton
90-cc-0494	Springfield Hilton
90-cc-0495	Springfield Hilton
90-cc-0497	Springfield Hilton
90-CC-0500	Springfield Hilton
90-CC-0501	Springfield Hilton
90-CC-0503	Springfield Hilton

90-CC-0508	Springfield Hilton
90-CC-0511	Springfield Hilton
90-CC-0519	Springfield Hilton
90-CC-0521	Springfield Hilton
90-CC-0522	Springfield Hilton
90-CC-0523	Springfield Hilton
90-CC-0524	Springfield Hilton
90-CC-0525	Springfield Hilton
90-CC-0527	Springfield Hilton
90-CC-0529	Springfield Hilton
90-CC-0532	Springfield Hilton
90-CC-0536	Springfield Hilton
90-CC-0537	Springfield Hilton
90-CC-0539	Springfield Hilton
90-CC-0540	Springfield Hilton
90-CC-0541	Springfield Hilton
90-CC-0542	Springfield Hilton
90-CC-0543	Springfield Hilton
90-CC-0545	Springfield Hilton
90-CC-0546	Springfield Hilton
90-CC-0547	Springfield Hilton
90-CC-0548	Springfield Hilton
90-CC-0549	Springfield Hilton
90-CC-0552	Springfield Hilton
90-CC-0553	Springfield Hilton
90-CC-0554	Springfield Hilton
90-CC-0555	Springfield Hilton
90-CC-0557	Springfield Hilton
90-CC-0559	Springfield Hilton
90-CC-0561	Springfield Hilton
90-CC-0562	Springfield Hilton
90-CC-0563	Springfield Hilton
90-CC-0566	Springfield Hilton
90-CC-0569	Springfield Hilton
90-CC-0580	Brudno Art Supply Co., Inc.
90-CC-0583	Galesburg Laboratory Limited Partnership
90-cc-0611	ZBM, Inc.
90-cc-0622	Cinkay, Catherine
90-cc-0643	Illini Supply
90-cc-0657	Singer, Martin
90-CC-0713	Reis Equipment Co., Inc.

90-cc-0731	Wajda, Raymond F.
90-CC-0739	Washington County Sheriff
90-CC-0761	Resurrection Medical Center
90-CC-0821	Greyhound Lines, Inc.
90-CC-0823	Wilson, Mary G.
90-CC-0832	Jones, Rose Mary
90-cc-0842	Burlington Chemical Co., Inc.
90-CC-0895	Quality Care
90-CC-0897	Quality Care
90-CC-0945	Neurological Neurosurgical **Assoc.**
90-CC-0956	SHS Hotel Investments
90-CC-0957	United Airlines
90-cc-1064	Loyola Medical Practice Plan
90-cc-1065	Loyola Medical Practice Plan
90-CC-1066	Loyola Medical Practice Plan
90-CC-1067	Loyola Medical Practice Plan
90-CC-1068	Loyola Medical Practice Plan
90-cc-1069	Loyola Medical Practice Plan
90-CC-1070	Loyola Medical Practice Plan
90-CC-1071	Loyola Medical Practice Plan
90-CC-1072	Loyola Medical Practice Plan
90-CC-1073	Loyola Medical Practice Plan
90-CC-1074	Loyola Medical Practice Plan
90-CC-1104	Centra, Inc.
90-CC-1117	Illini Supply
90-CC-1125	Hope School, Inc.
90-CC-1154	Nava, Jesse
90-cc-1199	American College Testing Program, Inc.
90-CC-1214	Peterson, James
90-CC-1219	Borgsmiller Travels
90-cc-1251	Brown, Concitta
90-CC-1253	Our Lady of the Resurrection Medical Center
90-CC-1273	Apanavicious, Eva
90-CC-1304	Alvord's Office Supply Co., Inc.
90-CC-1322	Lagron-Miller Co., Inc.
90-cc-1381	Mammei, D. J.
90-CC-1504	Kimberly Quality Care
90-CC-1505	Kimberly Quality Care
90-CC-1509	Finklea, Solomon
90-CC-1560	Hospital Correspondence Copiers
90-CC-1564	Hospital Correspondence Copiers

90-CC-1579	Holiday Inn of Alton
90-CC-1580	Holiday Inn of Alton
90-CC-1583	Shawnee Development Council, Inc.
90-CC-1584	Shawnee Development Council, Inc.
90-CC-1621	Our Lady of the Resurrection Medical Center
90-cc-1654	Riggins, Jimmy
90-CC-1662	Carle Clinic Link Div.
90-CC-1744	Chicago, City of
90-CC-1791	Carle Clinic Link Div.—Dr. Tuli
90-CC-1811	Illini Supply, Inc.
90-CC-1816	Navistar International Transportation Corp.
90-CC-1825	St. Joseph Hospital
90-cc-1853	Barat College
90-cc-1901	United Samaritan Medical Center
90-cc-1902	United Samaritan Medical Center
90-CC-1903	United Samaritan Medical Center
90-cc-1904	United Samaritan Medical Center
90-CC-1905	United Samaritan Medical Center
90-cc-1906	United Samaritan Medical Center
90-CC-1907	United Samaritan Medical Center
90-CC-1968	Illini Supply, Inc.
90-CC-1974	Continental Airlines
90-cc-1980	United Samaritan Medical Center
90-CC-1981	United Samaritan Medical Center
90-CC-2005	Lee County Sheriff's Dept.
90-cc-2010	Diaz, Adriana
90-CC-2018	McDonough County
90-CC-2019	McDonough County
90-cc-2020	McDonough County
90-cc-2040	Chaddock
90-CC-2043	Chaddock
90-cc-2045	Chaddock
90-CC-2052	Prairie International
90-CC-2055	Kimberly Quality Care
90-cc-2106	Wood River Township Hospital
90-CC-2107	Wood River Township Hospital
90-cc-2145	Western Illinois University
90-CC-2273	Kimberly Quality Care
90-cc-2296	Egghead Discount Software
90-cc-2443	Illini Supply, Inc.
90-CC-2456	Chicago Youth Centers

90-cc-2523	Loyola Medical Practice Plan
90-cc-2524	Loyola Medical Practice Plan
90-cc-2525	Loyola Medical Practice Plan
90-CC-2526	Loyola Medical Practice Plan
90-CC-2527	Loyola Medical Practice Plan
90-cc-2528	Loyola Medical Practice Plan
90-CC-2530	Loyola Medical Practice Plan
90-cc-2534	Loyola Medical Practice Plan
90-cc-2549	Lutheran Social Services
90-CC-2627	Ushman Communications Co.
90-CC-2680	Bellevue Hospital Center
90-CC-2715	Kimberly Quality Care
90-CC-2718	Kimberly Quality Care
90-CC-2732	Kimberly Quality Care
90-CC-2733	Kimberly Quality Care
90-CC-2734	Kimberly Quality Care
90-CC-2735	Kimberly Quality Care
90-CC-2763	Kimberly Quality Care
90-CC-2764	Kimberly Quality Care
90-CC-2765	Kimberly Quality Care
90-CC-2766	Kimberly Quality Care
90-CC-2767	Kimberly Quality Care

CASES IN WHICH ORDERS AND OPINIONS OF DENIAL WERE ENTERED NOT PUBLISHED IN FULL

FY 1990

84-CC-2673	Green, Lillie J.
87-CC-1408	Coleman, Curtis
87-CC-2565	Seats, Ronald
88-CC-0923	Labor Coalition on Public Utilities
88-CC-1720	Lieberman, Brad
88-CC-3850	Mollsen, Anneliese
89-CC-0757	Luna, Ester
89-CC-2728	Sanders, Wilford A.
89-CC-3130	Midwest Asbestos Consultants, Inc.

CONTRACTS—LAPSED APPROPRIATIONS

FY 1990

When the appropriation from which a claim should have been paid has lapsed, the Court will enter an award for the amount due Claimant.

82-CC-1145	Dependable Ambulance Service	$ 284.50
83-CC-2446	Children's Memorial Hospital	50,182.86
84-CC-0008	McGaw, Foster G., Hospital	284,639.00
84-CC-0009	McGaw, Foster G., Hospital	(Paid under claim 84-cc-0008)
84-CC-0010	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0011	McGaw, Foster G., Hospital	(Paid under claim 84-cc-0008)
84-CC-0012	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0014	McGaw, Foster G., Hospital	(Paid under claim 84-CC-OOOS)
84-CC-0015	McGaw, Foster G., Hospital	(Paid under claim 84-cc-0008)
84-CC-0017	McGaw, Foster G., Hospital	(Paid under claim 84-CC-OOOS)
84-cc-0020	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-cc-0022	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-cc-0023	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-cc-0024	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-cc-0025	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0026	McGaw, Foster G., Hospital	(Paid under claim 84-cc-0008)
84-CC-0027	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-cc-0028	McGaw, Foster G., Hospital	(Paid under claim 84-CC-OOOS)

84-CC-0029	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0030	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0031	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0032	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0033	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0034	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-cc-0035	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0036	McGaw, Foster G., Hospital	(Paid under claim **84-CC-0008)**
84-CC-0037	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0038	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0039	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0040	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0041	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0042	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0043	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0044	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0045	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0046	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0047	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0048	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0049	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)

84-CC-0050	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0051	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0052	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0053	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0054	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0055	McCaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0056	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0057	McCaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0058	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0059	McCaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0060	McCaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0061	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-cc-0062	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-cc-0063	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-cc-0064	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-cc-0065	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-cc-0066	McCaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0067	McCaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0068	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-cc-0069	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0070	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)

84-CC-0071	McCaw, Foster C., Hospital	(Paid under claim 84-CC-0008)
84-CC-0072	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0073	McCaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0074	McCaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0075	McCaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0076	McCaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0077	McCaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0078	McCaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0079	McCaw, Foster C., Hospital	(Paid under claim 84-CC-0008)
84-CC-0091	McGaw, Foster C., Hospital	(Paid under claim 84-CC-0008)
84-CC-0092	McCaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0093	McCaw, Foster C., Hospital	(Paid under claim 84-CC-OOOS)
84-CC-0094	McCaw, Foster C., Hospital	(Paid under claim 84-CC-0008)
84-CC-0096	McCaw, Foster C., Hospital	(Paid under claim 84-CC-0008)
84-CC-0097	McCaw, Foster C., Hospital	(Paid under claim 84-CC-0008)
84-CC-0098	McCaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-cc-0123	McCaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0124	McCaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-cc-0125,	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-cc-0126	McCaw, Foster C., Hospital	(Paid under claim 84-CC-0008)
84-CC-0127	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)

84-cc-0128	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0129	McCaw, Foster C., Hospital	(Paid under claim 84-CC-0008)
84-CC-0130	McGaw, Foster C., Hospital	(Paid under claim 84-CC-0008)
84-CC-0132	McCaw, Foster C., Hospital	(Paid under claim 84-CC-0008)
84-cc-0133	McGaw, Foster C., Hospital	(Paid under claim 84-CC-0008)
84-cc-0134	McCaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-cc-0135	McCaw, Foster C., Hospital	(Paid under claim 84-CC-0008)
84-CC-0136	McCaw, Foster C., Hospital	(Paid under claim 84-CC-0008)
84-CC-0137	McGaw, Foster C., Hospital	(Paid under claim 84-CC-0008)
84-cc-0138	McCaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0139	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0140	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0141	McCaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0142	McCaw, Foster C., Hospital	(Paid under claim 84-CC-0008)
84-CC-0168	McCaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0169	McCaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0170	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0171	McGaw, Foster C., Hospital	(Paid under claim 84-CC-0008)
84-CC-0172	McCaw, Foster C., Hospital	(Paid under claim 84-CC-0008)
84-CC-0173	McCaw, Foster C., Hospital	(Paid under claim 84-CC-0008)
84-CC-0174	McCaw, Foster C., Hospital	(Paid under claim 84-CC-0008)

84-CC-0175	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0176	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0177	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0178	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0179	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0180	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0181	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0182	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0183	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0184	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0185	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0186	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0187	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0188	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0189	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-cc-0190	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-cc-0191	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0197	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-cc-0198	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-cc-0199	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-cc-0200	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)

84-CC-0201	McCaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-cc-0202	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0203	McCaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-cc-0204	McCaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0205	McCaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0206	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0207	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0208	McCaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-cc-0209	McCaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-cc-0210	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-cc-0211	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-cc-0212	McCaw, Foster C., Hospital	(Paid under claim 84-CC-0008)
84-CC-0213	McCaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0214	McCaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-0215	McGaw, Foster G., Hospital	(Paid under claim 84-CC-0008)
84-CC-1348	Newark Electronics	42,000.00
84-cc-1840	New Hope Living & Learning Center	1,200.00
84-cc-2111	Bethany Hospital	12,000.00
84-cc-2212	Bethany Methodist Hospital	(Paid under claim 84-cc-2111)
85-cc-0183	Manno, Nicholas J., M.D.	1,158.00
85-CC-0320	Vandenberg Ambulance, Inc.	12,500.00
85-CC-0513	Slodki, Sheldon, J., M.D.	741.00
85-CC-0514	Slodki, Sheldon, J., M.D.	504.00
85-CC-0803	Multi-Ad Services, Inc.	1,490.50
85-CC-0818	St. Therese Hospital	176.15
86-CC-0469	U.S. Elevator Corp.	4,000.00

86-CC-0751	Kishwaukee Medical Assoc., Ltd.	17.00
86-CC-1575	Valentino, Linda Anne	103.99
86-CC-1727	St. Frances Xavier Cabrini Hospital	384.51
86-CC-2196	Xerox Corp.	430.00
86-CC-2480	Olympia Dodge	1,429.67
86-CC-2481	Olympia Dodge	1,850.31
86-CC-2482	Olympia Dodge	1,492.00
86-CC-2483	Olympia Dodge	1,277.27
86-CC-2484	Olympia Dodge	899.48
86-CC-2485	Olympia Dodge	153.84
86-CC-2486	Olympia Dodge	321.37
86-CC-2497	Fritz's Plumbing Co.	21,000.00
86-CC-3194	St. Therese Hospital	12,396.95
86-CC-3197	Brown, Anthony L., M.D.	217.00
87-CC-0867	Kalimuthu, Ramasamy, M.D.	901.80
87-CC-1475	Ambulance Service Corp.	1,000.00
87-CC-1494	Resurrection Hospital	12,037.50
87-CC-1759	Peoples Gas Co.	1,772.93
87-CC-1807	National Security Bank of Chicago	1,478.40
87-CC-1892	Gnade, Gerard R., Jr., M.D.	509.02
87-CC-1963	Pankaj, Ram S., M.D.	7,157.00
87-CC-2005	Pheasant Run	159.00
87-CC-2190	Help at Home, Inc.	492.80
87-CC-2200	Help at Home, Inc.	336.00
87-CC-2232	Help at Home, Inc.	313.00
87-CC-2254	Help at Home, Inc.	470.40
87-CC-2280	Help at Home, Inc.	448.00
87-CC-2284	Help at Home, Inc.	470.40
87-CC-2515	Exxon Office Systems Co.	12,733.00
87-CC-2553	Aurora Easter Seal Rehabilitation Center	255.00
87-CC-3016	Xerox Corp.	2,130.00
87-CC-3017	Xerox Corp.	1,073.88
87-CC-3546	Maryville Academy	199,565.66
87-CC-3568	Loyola University Medical Center	1,845.97
87-CC-3579	Maron Electric Co.	864.39
87-CC-3911	Illinois Bell Telephone Co.	322.63
88-CC-0270	Dupont Nen Products	90.83
88-CC-0277	National Association of Attorneys General	790.00
88-CC-0327	Robinson, Patricia	169.00
88-CC-0362	Eichenauer Services, Inc.	520.25
88-CC-0505	Unimed Hospital Supply Corp.	7,860.00

88-CC-0523	People Gas Co.	446.07
88-CC-0526	Management Planning Institute	8,987.00
88-CC-0637	Metropolitan Elevator Co.	1,414.85
88-CC-0866	MacNeal Memorial Hospital	700.00
88-CC-0881	American Electric Supply Co.	225.69
88-CC-1066	Record Copy Services	15.00
88-CC-1138	Connor Co.	574.67
88-CC-1153	Hyatt, Regency O'Hare	2,013.40
88-CC-1221	Hale, Mercedes W.	371.00
88-CC-1245	Children's Home & Aid Society of Illinois	7,914.24
88-CC-1249	Jansen, Gary A.	297.50
88-CC-1381	Best Locking Systems	35.53
88-CC-1678	Sullivan Reporting Co.	207.75
88-CC-1684	Chauffer's Training School	2,737.00
88-CC-1722	Vernola, Nicholas	80.00
88-CC-2055	Springfield Clinic	52.00
88-CC-2064	Jones, Michael, & Co.	12,000.00
88-CC-2071	Centel Telephone Co.	1,017.79
88-CC-2072	Centel Telephone Co.	436.73
88-CC-2098	Shaw, Katherine Bethea, Hospital	3,017.44
88-CC-2101	Silver Cross Hospital	12,275.08
88-CC-2146	Help at Home, Inc.	2,272.00
88-CC-2151	Brookside Medical Center	45.00
88-CC-2168	Xerox Corp.	1,128.95
88-CC-2317	Ambulance Service Corp.	1,960.06
88-CC-2327	Continental Airlines	77.00
88-CC-2565	Westside Assn. for Community Action	13,488.53
88-CC-2592	Rock Island Circuit Clerk	8,068.07
88-CC-2662	Community College Dist. 508	181.00
88-CC-2730	Medical Service Plan	145.00
88-CC-3043	Wilkinson, Marie, Child Development Center	256.30
88-CC-3105	Wood, Ora E.	28.70
88-CC-3211	De Paul University	13,183.30
88-CC-3362	Children's Memorial Hospital	90.00
88-CC-3467	Midwest Business Machines	665.00
88-cc-3479	Commonwealth Edison	4,125.97
88-CC-3480	Commonwealth Edison	2,948.40
88-CC-3481	Commonwealth Edison	3,096.97
88-CC-3499	Bernasek, Michael B	50.00
88-CC-3617	Rush-Presbyterian-St. Luke's Hospital	244.00

88-CC-3754	Freund Equipment	1,977.06
88-CC-3784	Xerox Corp.	143.00
88-CC-3817	Goodyear & Assoc. for Chicago Tribune	306.00
88-CC-3932	Chicago Tribune Co.	140.07
88-CC-3940	Goodyear Service Store	338.80
88-CC-3957	Ostrov, Eric	135.00
88-CC-4194	J & J Electric Supply	288.00
88-CC-4195	J & J Electric Supply	178.78
88-CC-4196	J & J Electric Supply	147.78
88-CC-4197	J & J Electric Supply	83.50
88-CC-4198	J & J Electric Supply	72.00
88-CC-4199	J & J Electric Supply	55.20
88-CC-4200	J & J Electric Supply	39.50
88-CC-4314	Illinois Primary Health Care Assn.	6,580.31
88-CC-4442	Demicco Youth Services, Inc.	4,125.00
88-CC-4473	Avanti Builders, Inc.	2,051.19
88-CC-4506	Baby Bear Child Care	480.00
88-CC-4507	Baby Bear Child Care	237.00
88-CC-4537	St. Mary's Hospital	55.00
88-CC-4580	National Homecare Systems	6,979.41
89-CC-0013	310 Center	977.82
89-CC-0080	Liberty Advertising Agency, Inc.	806.76
89-CC-0081	Community College Dist. 508	200.00
89-CC-0150	Children's Home & Aid Society of Illinois	1,921.86
89-CC-0355	Bryant, Lane	212.05
89-CC-0360	Toledo Clinic	24.25
89-CC-0402	Chicago Wire, Iron & Brass Works	1,296.00
89-CC-0426	Modern Distributing	310.00
89-CC-0435	Lacey, Connie F.	152.57
89-CC-0536	Central Blacktop Co., Inc.	272.00
89-CC-0557	McCorkle Court Reporters, Inc.	84.65
89-CC-0593	Kaufman, Alan, M.D.	20.00
89-CC-0601	St. James Hospital	1,283.80
89-CC-0602	St. James Hospital	506.07
89-CC-0603	St. James Hospital	196.00
89-CC-0618	Wiley Office Equipment Co.	859.27
89-CC-0668	Help at Home	658.00
89-CC-0669	Help at Home	341.00
89-CC-0670	Help at Home	31.00
89-CC-0671	Help at Home	14.00
89-CC-0695	Suburban Heights Medical Center	370.00

89-CC-0705	Iowa University Hospitals & Clinics	41.29
89-CC-0711	Talbert, Steven & Louis	5,242.52
89-CC-0717	Chicago University Hospitals Medical Group	48.00
89-CC-0739	Help at Home, Inc.	1,209.60
89-CC-0794	Schwanke Industries	315.23
89-CC-0868	George Alarm Co., Inc.	1,882.00
89-CC-0873	George Alarm Co., Inc.	137.28
89-CC-0903	Meilahn Manufacturing Co.	1,600.00
89-CC-0955	Ocean Links International, Inc.	985.32
89-CC-0994	Xerox Corp.	3,345.76
89-CC-0996	Chicago Hospital Supply	1,126.00
89-CC-1101	Chaddock	76.61
89-CC-1109	Reliable Fire Equipment Co.	62.80
89-CC-1152	Safer Foundation	3,499.74
89-CC-1165	RAC Corp.	7,250.00
89-CC-1166	RAC Corp.	6,985.00
89-CC-1167	RAC Corp.	6,885.00
89-CC-1168	RAC Corp.	5,760.00
89-CC-1169	RAC Corp.	4,880.00
89-CC-1170	RAC Corp.	3,385.00
89-CC-1171	RAC Corp.	1,485.00
89-CC-1237	Standard Photo Supply Co.	1,116.59
89-CC-1240	John Deere Industrial Equipment	110,511.00
89-CC-1259	Unistrut Corp.	48.23
89-CC-1332	Cox, David R.	128.94
89-CC-1334	Stimsonite Products	971.42
89-CC-1345	Illinois Bell Telephone Co.	97.08
89-CC-1352	Illinois Bell Telephone Co.	2,262.85
89-CC-1353	Rich Truck Sales & Service	29.50
89-CC-1356	Pronto Travel Service	890.00
89-CC-1400	Wilb's Fix It, Inc.	24.78
89-CC-1433	Kirby's Firestone	64.20
89-CC-1461	Chicago Osteopathic Medical Center	9,379.18
89-CC-1504	Rivers, Sheila	84.35
89-CC-1509	Soderlund Brothers, Inc.	15,000.00
89-CC-1510	Soderlund Brothers, Inc.	12,690.00
89-CC-1513	Chaddock	1,218.63
89-CC-1514	Chaddock	1,072.54
89-CC-1528	County Gas Co.	65.00
89-CC-1533	Five Star Painting Co.	3,488.62
89-CC-1534	Five Star Painting Co.	1,487.50

89-CC-1535	Five Star Painting Co.	540.25
89-CC-1539	Community Hospital of Ottawa	3,120.00
89-CC-1541	Community Hospital of Ottawa	624.00
89-CC-1547	Chuprevich, Joseph W., Dr.	84.00
89-CC-1552	Children's Foundation, The	1,536.48
89-CC-1559	Family Service Assn.	225.00
89-CC-1562	Unisys Corp.	4,890.00
89-CC-1563	Illinois, University of, at Chicago	700.00
89-CC-1565	Harbour, The	9,809.89
89-CC-1566	Kennedy, Lt. Joseph P., Jr., School	94.05
89-CC-1570	Community Hospital of Ottawa	3,328.00
89-CC-1574	Community Hospital of Ottawa	172.82
89-CC-1600	1st Ayd Corp.	800.63
89-CC-1601	Beckman Instruments	5,441.00
89-CC-1606	Gonzalez, Hector	91.01
89-CC-1635	Pennell, Dan J.	16.50
89-CC-1650	Springfield Hilton	150.00
89-CC-1653	Springfield Hilton	88.00
89-CC-1668	YMCA of Metropolitan Chicago	15,508.61
89-CC-1696	Prairie State College	172.73
89-CC-1700	Long Elevator & Machine Co., Inc.	3,273.18
89-CC-1702	Long Elevator & Machine Co., Inc.	78.00
89-CC-1712	Motorola, Inc.	79,949.48
89-CC-1714	Murdock, Eleanor	184.55
89-CC-1717	Kann, Elisabeth S.	126.27
89-CC-1721	Constable Equipment Co.	1,017.06
89-CC-1722	Constable Equipment Co.	220.25
89-CC-1733	Fairfield Memorial Hospital	20.00
89-CC-1746	Sears, Roebuck & Co.	503.85
89-CC-1770	Gupta, Ramesh, C.	651.17
89-CC-1771	Chicago Osteopathic Medical Center	8,874.00
89-CC-1775	Carreira, Rafael, M.C.	100.00
89-CC-1803	Quality Care	427.80
89-CC-1811	Brown, Mark C., M.D.	179.25
89-CC-1819	DuPage Neurological Associates	65.00
89-CC-1840	Universal Communication Systems	1,452.16
89-CC-1841	Universal Communication Systems	621.13
89-CC-1858	Ilice Construction Co.	26,234.25
89-CC-1883	Erickson, James	63.55
89-CC-1886	Care Service Group, Inc.	1,192.00
89-CC-1907	Sherman, Irving C., M.D.	90.00

89-CC-1908	Sherman, Irving C., M.D.	90.00
89-CC-1910	La Papa, Gregory R.	2,500.00
89-CC-1912	Nash, Donald D., M.D.	414.00
89-CC-1936	Midwest Fence Corp.	1,348.36
89-CC-1957	Riveredge Hospital	786.47
89-CC-1963	Motorola, Inc.	2,806.74
89-CC-1965	Motorola, Inc.	373.05
89-CC-1967	Motorola, Inc.	125.18
89-CC-1970	Concurrent Computer Corp.	4,994.78
89-CC-1971	Co-ordinated Youth Services	3,029.01
89-CC-1978	Forster Implement Co.	20,000.00
89-CC-1995	Van Acker, Richard	250.00
89-CC-1998	Quality Care	404.28
89-CC-2002	Leader Distributing, Inc.	176.64
89-cc-2022	Professional Developmental Assn.	7,965.00
89-CC-2023	Roberts Frame & Axle Service	78.00
89-CC-2025	Dreyer, Anna Mae	422.62
89-CC-2026	Breneman, Jo Ann	272.68
89-CC-2028	Gerhardt, Lucille	130.70
89-CC-2029	Commerce Clearing House	235.00
89-CC-2034	Therapy Center	200.00
89-CC-2035	Maryville Academy	11,987.20
89-CC-2044	Chicago Osteopathic Academic Medical Practice Plan	230.00
89-CC-2058	Concurrent Computer Corp.	2,277.35
89-CC-2069	Community Counseling Center	150.00
89-CC-2070	Community Counseling Center	90.00
89-CC-2075	Medical Service Plan	114.50
89-CC-2080	Sears, Roebuck & Co.	1,018.67
89-CC-2082	Barz, Corrine	26.20
89-CC-2087	Schuster Equipment Co.	1,627.50
89-CC-2091	Brunner, Debra J.	201.96
89-CC-2096	Croup Health Cooperative	58.34
89-CC-2102	Illinois Bell Telephone Co.	260.20
89-CC-2119	Volunteers of America	549.44
89-CC-2120	Environmental Mechanical Services	7,840.00
89-CC-2121	Meyer Investment Properties	1,654.27
89-CC-2126	Zytron Crop.	184.70
89-CC-2130	Van Wikenberg, Joyce	23.94
89-CC-2131	Quinn, Gary E.	62.58
89-CC-2136	Melotte-Morse, Ltd.	1,595.99

89-CC-2144	Constable Equipment Co.	7.00
89-CC-2145	McCorkle Court Reporters, Inc.	297.60
89-CC-2156	Wang Laboratories, Inc.	2,432.00
89-CC-2159	Wang Laboratories, Inc.	668.00
89-CC-2163	Palileo, M.D. & Assoc.	138.50
89-CC-2182	Quality Care	420.67
89-CC-2189	Baker, K. Michael, M.D.	20.00
89-CC-2190	Commercial General Security	7,863.60
89-CC-2195	Harlem & Foster Mobil	21.99
89-CC-2205	Anixter Bros., Inc.	3,162.55
89-CC-2206	Marion, Shirley	1,098.82
89-CC-2213	Illinois National Bank Trust 13-05711-00	3,124.00
89-CC-2227	Zep Manufacturing Co.	412.95
89-CC-2228	Zep Manufacturing Co.	38.40
89-CC-2229	Ace Home Center	9.10
89-CC-2247	Cunningham Children's Home	502.51
89-CC-2256	Electronic Business Equipment	135.00
89-CC-2257	Commonwealth Edison	267.14
89-CC-2258	Children's Hospital	2,959.94
89-CC-2304	Safety Kleen Corp.	170.75
89-CC-2305	Safety Kleen Corp.	74.00
89-CC-2307	Accurate Reporting Co.	75.00
89-CC-2308	Accurate Reporting Co.	46.00
89-CC-2309	Accurate Reporting Co.	138.00
89-CC-2319	Children's House of the North Shore	340.74
89-CC-2320	Children's House of the North Shore	62.96
89-CC-2328	Pekin Memorial Hospital	3,401.30
89-CC-2350	Sbordone, Sharon	472.05
89-CC-2354	Thorne, Vickie J.	25.80
89-CC-2357	Fisher Scientific Co.	2,562.28
89-CC-2360	Hampton Inn	88.00
89-CC-2403	Washington, George, High School	83.00
89-CC-2404	Baxter Healthcare Corp.	51.53
89-CC-2405	Hoffman. H., Co.	58.04
89-CC-2406	Miller, La Verne	1,364.46
89-CC-2407	Chicago Child Care Society	523.10
89-CC-2438	Midwest Stationers	119.52
89-CC-2439	Midwest Stationers	27.12
89-CC-2442	Midwest Stationers	2.20
89-CC-2444	Countryside Assn. for the Handicapped	9,857.34
89-CC-2447	Finney, Danny L.	256.24

89-CC-2451	Wang Laboratories	320.00
89-CC-2452	Wang Laboratories	324.00
89-CC-2456	Wang Laboratories	175.00
89-CC-2457	Wang Laboratories	175.00
89-CC-2458	Wang Laboratories	175.00
89-CC-2459	Wang Laboratories	175.00
89-CC-2463	Phillips 66 Co.	12.14
89-CC-2466	Whitfield, Sherry	129.00
89-CC-2467	Helm, Willio	77.40
89-CC-2474	Marathon Oil Co.	40.07
89-CC-2476	Morrison Travel, Inc.	361.00
89-CC-2480	Globe Glass & Mirror	128.46
89-CC-2482	Medical Service Plan	121.00
89-CC-2483	Medical Service Plan	71.00
89-CC-2486	Parker, Christine	193.50
89-CC-2487	Wirth, Gretchen C.	25.80
89-CC-2488	Harrison, Edith	22.58
89-CC-2490	Norals, Selmond	240.82
89-CC-2495	Rocvale Children's Home	172.80
89-CC-2496	Rocvale Children's Home	171.00
89-CC-2497	Owens, Victoria	72.50
89-CC-2500	Larkin Center for Children & Adolescents	1,161.94
89-CC-2501	Quality Care	468.24
89-CC-2505	Illini Supply, Inc.	38.85
89-CC-2514	Motorola, Inc.	25,200.00
89-CC-2515	Motorola, Inc.	5,146.00
89-CC-2516	Motorola, Inc.	984.00
89-CC-2518	Motorola, Inc.	660.51
89-CC-2519	Motorola, Inc.	107.40
89-CC-2521	Shorewood Orthopedics & Sports Medicine Clinics	40.90
89-CC-2522	St. James Hospital Medical Center	139.22
89-cc-2526	Sam's 24 Hour Towing, Inc.	725.61
89-CC-2527	Sam's 24 Hour Towing, Inc.	350.00
89-CC-2528	Pavlecic, William, & Associates	1,650.00
89-CC-2534	San Diego, County of	110.00
89-CC-2537	Egghead Discount Software	693.24
89-CC-2538	Egghead Discount Software	380.62
89-CC-2539	Egghead Discount Software	173.97
89-CC-2541	Tri-County Child Abuse Prevention Council	2,048.17
89-CC-2542	St. Mary Hospital	33,432.00

89-CC-2543	St. Mary Hospital	(Paid under claim 89-CC-2542)
89-CC-2544	St. Mary Hospital	(Paid under claim 89-CC-2542)
89-CC-2545	St. Mary Hospital	(Paid under claim 89-CC-2542)
89-CC-2546	St. Mary Hospital	(Paid under claim 89-CC-2542)
89-CC-2547	St. Mary Hospital	(Paid under claim 89-CC-2542)
89-CC-2548	St. Mary Hospital	(Paid under dlaim 89-CC-2542)
89-CC-2549	St. Mary Hospital	(Paid under claim 89-CC-2542)
89-CC-2550	St. Mary Hospital	(Paid under claim 89-CC-2542)
89-CC-2551	St. Mary Hospital	(Paid under claim 89-CC-2542)
89-CC-2552	St. Mary Hospital	(Paid under claim 89-CC-2542)
89-CC-2562	VWR Scientific	723.80
89-CC-2571	Clinton Co. Service Co.	946.37
89-CC-2573	Egghead Discount Software	62.93
89-CC-2579	Environmental Mechanical Services, Inc.	1,767.40
89-CC-2581	Ken-Lee Hardware Co.	153.51
89-CC-2583	Older Adult Rehabilitation Services	142.50
89-CC-2584	Allen, Leatrice D.	251.25
89-CC-2585	Refrigeration Sales Co.	257.50
89-CC-2587	Greco Sales, Inc.	438.29
89-CC-2588	Greco Sales, Inc.	33.34
89-CC-2593	Quality Care	51.20
89-CC-2595	Illinois Bell Telephone co.	362.14
89-CC-2600	St. James Hospital Medical Center	82.00
89-CC-2601	United Cities Gas Co.	59.85
89-CC-2602	Trickey's Service	100.00
89-CC-2603	Blatter Motor Sales	396.75
89-CC-2604	Alden Electronics, Inc.	217.65
89-CC-2611	IBM	1,701.26
89-CC-2613	Unisys Corp.	28,904.52
89-CC-2616	Unisys Corp.	379.00

89-CC-2619	West Publishing	275.50
89-CC-2634	Barrientos, Joel K., M.D.	169.75
89-CC-2635	Goodyear Tire & Rubber Co.	135.24
89-CC-2639	Harris/3M Document Products, Inc.	96.26
89-CC-2642	Harris/3M Document Products, Inc.	22.30
89-CC-2643	Goodyear Tires	506.40
89-CC-2652	Quality Care	224.24
89-CC-2653	Copy All Service	117.10
89-CC-2658	Meyers Petroleum, Inc.	5,180.73
89-CC-2662	Sam's 24 Hour Towing, Inc.	1,949.50
89-CC-2663	Sam's 24 Hour Towing, Inc.	1,383.00
89-CC-2664	Sam's 24 Hour Towing, Inc.	1,287.50
89-CC-2665	Sam's 24 Hour Towing, Inc.	921.00
89-CC-2666	Sam's 24 Hour Towing, Inc.	45.00
89-CC-2667	Sam's 24 Hour Towing, Inc.	32.00
89-CC-2668	Sam's 24 Hour Towing, Inc.	30.00
89-CC-2669	Nelson, Mozell	73.44
89-CC-2673	IBM	1,008.00
89-CC-2674	Govindaiah, Sujatha, M.D.	100.00
89-CC-2675	Driscoll, Paul F., Ph.D.	500.00
89-CC-2678	Young Men's Fellowship Halfway House	80.57
89-CC-2680	Professional Technical Systems	230.59
89-CC-2687	Cats Co.	9,628.00
89-CC-2688	Cats Co.	1,485.00
89-CC-2692	Cats Co.	171.83
89-CC-2693	Cats Co.	90.00
89-CC-2697	Emsco III, Ltd.	50.00
89-CC-2707	Bob's Auto Supply	23.24
89-CC-2713	Covenant Children's Home	98.05
89-CC-2722	A. Lincoln Travel Agency, Inc.	548.00
89-CC-2724	County Line Ford, Inc.	136.93
89-CC-2725	Zahm, Timothy C.	120.00
89-CC-2731	Wood River Township Hospital	86.00
89-CC-2737	Evanston Hospital	762.62
89-CC-2741	Rodenberg Hardware	640.84
89-CC-2750	Airco Welding Supply	311.50
89-CC-2751	Lipschutz, Harold, M.D.	45.00
89-CC-2753	Norman, Ann	150.00
89-CC-2754	Treadwell, Dennis	67.20

89-CC-2760	ATD-American Co.	641.11
89-CC-2769	La Vernway, Amelia	150.40
89-CC-2777	Carpentersville Police Dept.	3,661.75
89-CC-2778	Carpentersville Police Dept.	929.99
89-CC-2779	Carpentersville Police Dept.	437.17
89-CC-2780	Carpentersville Police Dept.	426.98
89-CC-2781	Carpentersville Police Dept.	334.60
89-CC-2782	Carpentersville Police Dept.	280.20
89-CC-2784	Landgraf's, Ltd.	1,096.46
89-CC-2787	FMW Human Service Center	95.00
89-CC-2788	Continental Airlines	171.00
89-CC-2789	NAPCO Auto Parts	2,057.63
89-CC-2790	Vallen Safety Supply Co.	587.85
89-CC-2794	Gruener Office Supplies, Inc.	337.20
89-CC-2796	Paxton/Patterson	260.50
89-CC-2797	Edwardsville, City of	2,418.29
89-CC-2799	Continental Airlines	159.00
89-CC-2808	Haayer, Kathleen	1,051.60
89-CC-2809	Hampton Inn	44.00
89-CC-2815	Children's Memorial Hospital	400.00
89-CC-2816	Taff, Harold, Inc.	37,846.50
89-CC-2823	Cole-Parmer	317.12
89-CC-2824	Meredith, Roy R.	76.86
89-CC-2826	Crossroads Ford Truck Sales, Inc.	2,834.76
89-CC-2827	Crossroads Ford Truck Sales, Inc.	15.59
89-CC-2828	GTE North, Inc.	66.00
89-CC-2829	GTE North	27.88
89-CC-2830	Clark Engineers MW, Inc.	376.31
89-CC-2831	Stoldt's Auto Center	216.00
89-CC-2832	Stoldt's Auto Center	214.00
89-CC-2833	Stoldt's Auto Center	15.00
89-CC-2834	Stoldt's Auto Center	14.53
89-CC-2835	Stoldt's Auto Center	12.90
89-CC-2836	Stoldt's Auto Center	7.70
89-CC-2837	Stoldt's Auto Center	3.00
89-CC-2838	Xerox Corp.	279.00
89-CC-2841	Henry's Washer Service	490.00
89-CC-2842	Henry's Washer Service	490.00
89-CC-2865	Xerox Corp.	930.46
89-CC-2867	Xerox Corp.	905.47
89-CC-2868	Xerox Corp.	852.95

89-CC-2870	Xerox Corp.	700.00
89-CC-2872	Xerox Corp.	690.00
89-CC-2875	Xerox Corp.	489.93
89-CC-2878	Xerox Corp.	292.32
89-CC-2879	Xerox Corp.	291.00
89-CC-2880	Xerox Corp.	260.00
89-CC-2881	Xerox Corp.	257.02
89-CC-2882	Xerox Corp.	247.50
89-CC-2883	Xerox Corp.	234.20
89-CC-2885	Xerox Corp.	210.72
89-CC-2886	Xerox Corp.	210.00
89-CC-2887	Xerox Corp.	208.43
89-CC-2888	Xerox Corp.	162.58
89-CC-2889	Xerox Corp.	150.00
89-CC-2891	Xerox Corp.	125.00
89-CC-2893	Xerox Corp.	56.00
89-CC-2895	Bistate Machinery	2,331.32
89-CC-2896	Drake Scruggs Equipment Co.	1,063.50
89-CC-2898	Robinson, Ida	106.96
89-CC-2903	Xerox Corp.	386.25
89-CC-2909	Bentlley Travel Agency	240.00
89-CC-2910	Soderlund Brothers, Inc.	7,240.00
89-CC-2911	Soderlund Brothers, Inc.	7,240.00
89-CC-2915	Williams Telecommunications	2,253.99
89-CC-2917	GTE North, Inc.	37.38
89-CC-2918	Goodyear Tire & Rubber	141.35
89-CC-2922	Illini Supply	356.50
89-CC-2923	Illinois Dept. of Rehabilitation Services	6,250.00
89-CC-2924	Skilling/Cleaver, Maryann C.	81.00
89-CC-2926	Illinois Truck & Equipment Co.	48.49
89-CC-2931	Little City Foundation	16,490.81
89-CC-2932	Little City Foundation	12,620.00
89-CC-2938	Xerox Corp.	5,634.00
89-CC-2941	Xerox Corp.	920.00
89-CC-2948	Moraine Valley Community College	1,292.15
89-CC-2949	Moraine Valley Community College	1,005.00
89-CC-2950	Moraine Valley Community College	457.15
89-CC-2952	Moraine Valley Community College	689.70
89-CC-2954	Misericordia Home/North	3,965.79
89-CC-2995	Schlesinger, Stephen E., Ph.D.	480.00
89-CC-2959	Horn, Babette J., M.D.	1,240.00

89-CC-2960	De Paul University	1,323.00
89-CC-2961	Carroll Seating Co., Inc.	854.00
89-CC-2962	Carroll Seating Co., Inc.	434.00
89-CC-2964	Green Instrument Co., Inc.	158.77
89-CC-2965	Daktronics, Inc.	2,015.00
89-CC-2970	Golembeck Reporting Service	180.30
89-CC-2975	Majors Scientific Books	53.95
89-CC-2976	Carbondale Water	486.48
89-CC-2977	King-Lar Co.	4,979.43
89-CC-2978	Dunn's, Inc.	233.82
89-CC-2979	Ushman Communications Co.	1,086.00
89-CC-2980	Ushman Communications Co.	192.06
89-CC-2981	Ushman Communications Co.	76.44
89-CC-2982	PRC Environmental Management, Inc.	5,557.39
89-CC-2990	Zayre 368	151.82
89-CC-2991	Zayre 368	113.00
89-CC-2992	Eco-Chem Corp.	129.75
89-CC-2994	Young's, Inc.	350.00
89-CC-2995	Zataar Security Systems, Inc.	115.42
89-CC-2996	Emsco III, Ltd.	50.00
89-CC-2999	Goyal, Arvind K., M.D.	485.50
89-CC-3000	R.A.L. Automotive	109.04
89-CC-3001	Illinois Bell Communications	1,400.37
89-CC-3002	Illinois Bell Communications	1,186.01
89-CC-3003	Chicago Area Transportation Study	45.59
89-CC-3004	Hamilton Industries, Inc.	11,656.00
89-CC-3005	Edco Specialty Products Co.	377.91
89-CC-3006	Medical Radiological Service, Ltd.	64.00
89-CC-3007	Wiley Office Equipment	984.76
89-CC-3013	Safety-Kleen Corp.	325.60
89-CC-3014	Continental Airlines	175.00
89-CC-3015	Continental Airlines	103.00
89-CC-3016	Continental Airlines	59.00
89-CC-3017	Continental Airlines	59.00
89-CC-3018	Austin Radiology Assoc., Ltd.	179.92
89-CC-3019	Ketone Automotive	54.50
89-CC-3020	A-Z Supply Co.	146.40
89-CC-3021	St. James Hospital Medical Center	1,051.76
89-CC-3022	Firestone Store	247.87
89-CC-3024	Wolny, Dennis, Dr.	75.00
89-CC-3025	Wolny, Dennis, Dr.	70.00

89-CC-3027	Mullen, Jacqueline	527.88
89-CC-3030	US Sprint	28,551.88
89-CC-3033	I.D.L.S., Inc.	219.00
89-CC-3034	Montgomery Ward	1,284.50
89-CC-3035	McClellon, Clemmie	114.41
89-CC-3039	Peoria Association for Retarded Citizens, Inc.	18,074.00
89-CC-3044	IBM	2,641.00
89-CC-3045	IBM	1,575.00
89-CC-3046	Ingalls Memorial Hospital	311.60
89-CC-3047	Federal Signal Corp.	5,194.38
89-CC-3048	Pantagraph, The	58.40
89-CC-3052	Microrim, Inc.	100.00
89-CC-3057	Howard Uniform Co.	2,310.75
89-CC-3059	Cloney, John E.	320.00
89-CC-3060	St. James Hospital Medical Center	914.47
89-CC-3061	Morrison, Sybil	230.88
89-CC-3063	Country View Inn	31.80
89-CC-3064	Da-Corn Corp.	316.64
89-CC-3066	Lumpkin, Renee	197.00
89-CC-3068	Sparking Spring Water Co.	45.00
89-CC-3073	Boyd, Jerry L., Ph.D.	100.00
89-CC-3074	Wal-Mart Store 0-1093	157.85
89-CC-3075	Robinson, Beatrice	56.00
89-CC-3078	Hodd Dental Laboratory, Inc.	147.50
89-CC-3081	Augustana College	734.56
89-CC-3085	Thonet Furniture Co.	1,200.00
89-CC-3087	Main True Value Hardware	52.68
89-CC-3088	Phillips 66 Co.	51.33
89-CC-3090	Stimsonite Products	5,900.00
89-CC-3091	McHenry Co.	37,551.91
89-CC-3093	St. Therese Medical Center	1,649.80
89-CC-3094	St. Therese Medical Center	547.12
89-CC-3095	St. Therese Medical Center	456.00
89-CC-3096	St. Therese Medical Center	420.00
89-CC-3097	St. Therese Medical Center	380.00
89-CC-3098	St. Therese Medical Center	345.00
89-CC-3099	St. Therese Medical Center	325.00
89-CC-3100	St. Therese Medical Center	315.00
89-CC-3101	St. Therese Medical Center	211.00
89-CC-3102	St. Therese Medical Center	53.20

89-CC-3103	St. Therese Medical Center	169.00
89-CC-3104	St. Therese Medical Center	124.20
89-CC-3105	St. Therese Medical Center	74.50
89-CC-3107	St. Therese Medical Center	35.00
89-CC-3108	St. Therese Medical Center	14.15
89-CC-3109	St. Therese Medical Center	14.00
89-CC-3110	St. Therese Medical Center	13.00
89-CC-3111	St. Therese Medical Center	13.00
89-CC-3112	St. Therese Medical Center	12.40
89-CC-3113	St. Therese Medical Center	12.00
89-CC-3114	St. Therese Medical Center	11.80
89-CC-3115	St. Therese Medical Center	12.20
89-CC-3116	St. Therese Medical Center	12.00
89-CC-3120	Golembeck Reporting Service	137.80
89-CC-3121	Metropolitan School District of Wabash County	2,417.88
89-CC-3122	Herbst, Verna	80.16
89-CC-3124	Holiday Inn	1,151.31
89-CC-3125	Safety-Kleen	155.00
89-CC-3126	Safety-Kleen	57.50
89-CC-3129	Southwestern Bell Telephone Co.	246.00
89-CC-3138	Edward Hospital	730.00
89-CC-3141	Rowels, Robert L.	407.50
89-CC-3142	E.C. Motor Coaches, Inc.	48.27
89-CC-3143	Cassidy, James P.	350.00
89-CC-3144	Hughes Business Telephones, Inc.	560.16
89-CC-3148	Coryell, Diana K.	140.14
89-CC-3149	U.S. Oil Co., Inc.	291.84
89-CC-3150	Upjohn Health Care Services	203.22
89-CC-3151	Service Supply Co., Inc.	12,301.02
89-CC-3155	Darter, Inc.	180.00
89-CC-3158	Gray Plaza Motel	26.50
89-CC-3159	Professional Adjustment Bureau	213.00
89-CC-3160	Gaylord Lockport Co.	3,768.75
89-CC-3163	Pacific Indicator Co.	62.50
89-CC-3164	Cole-Parmer Instrument Co.	540.00
89-CC-3165	Savin Corp.	105.00
89-CC-3167	Tirapelli, Ron, Ford, Inc.	192.25
89-CC-3168	Coyne American Institute	204.30
89-CC-3169	Stanton Equipment Co.	285.58
89-CC-3170	Medical Personnel Pool	108.22

89-CC-3172	Vega International Travel	981.75
89-CC-3173	Shaff Ford Machinery Co.	31,052.00
89-CC-3174	Nebraska Clinicians Group	205.00
89-CC-3178	Amoco Oil Co.	69.74
89-CC-3180	Wyalusing Academy	2,264.33
89-CC-3181	Wyalusing Academy	2,584.00
89-CC-3182	Xerox Corp.	1,200.81
89-CC-3183	Xerox Corp.	266.67
89-CC-3184	Xerox Corp.	247.00
89-CC-3185	Xerox Corp.	162.00
89-CC-3186	Xerox Corp.	135.83
89-CC-3188	Chicago Hearing Society	82.50
89-CC-3189	Bell School of Performing Arts	4,021.86
89-CC-3196	Neurological Associates	2,294.00
89-CC-3197	Seibel, George	4,275.00
89-CC-3201	Franciscan Medical Center	41,323.60
89-CC-3202	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3203	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3204	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3205	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3206	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3207	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3208	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3209	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3210	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3211	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3212	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3213	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3214	Franciscan Medical Center	(Paid under claim 89-CC-3201)

89-CC-3215	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3216	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3217	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3218	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3219	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3220	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3221	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3222	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3223	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3224	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3225	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3226	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3227	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3228	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3229	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3230	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3231	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3232	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3233	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3234	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3235	Franciscan Medical Center	(Paid under claim 89-CC-3201)

89-CC-3236	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3237	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3238	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3239	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3240	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3241	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3242	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3243	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3244	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3245,	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3246	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3247	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3248	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3249	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3250	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3251	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3252	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3253	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3254	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3255	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3256	Franciscan Medical Center	(Paid under claim 89-CC-3201)

89-CC-3257	Franciscan Medical Center	(Paid under claim 89-CC-3201)
89-CC-3258	Coyne American Institute	1,580.39
89-CC-3260	Benbow, J.P., Plumbing & Heating Co., Inc.	152.00
89-CC-3261	Benbow, J.P., Plumbing & Heating Co., Inc.	77.00
89-CC-3262	National Audio Co.	51.94
89-CC-3264	Continental Airlines	176.00
89-CC-3265	Continental Airlines	77.00
89-CC-3266	Continental Airlines	77.00
89-CC-3267	Continental Airlines	77.00
89-CC-3269	General Tire, Inc.	499.12
89-CC-3271	National Seminars, Inc.	59.00
89-CC-3272	ITT Center for Psychological Services	347.50
89-CC-3276	Kybe Corp.	290.50
89-CC-3277	Silverman, L.I., M.D.	20.00
89-CC-3278	Maurello Service, Inc.	121.23
89-CC-3280	Dunn, Johnny, Jr.	694.58
89-CC-3281	Wienhoff, Ray	349.02
89-CC-3282	Birk, Charles	224.70
89-CC-3283	Vincent, James R.	199.08
89-CC-3284	Mansfield Electric	7,335.20
89-CC-3285	Howard, Reginald M.	39.00
89-CC-3286	Alltel Illinois, Inc.	1,659.64
89-CC-3287	CADCO	265.35
89-CC-3288	Ottawa Travel Center	223.00
89-CC-3289	Wolny, Dennis J., D.P.M.	152.81
89-CC-3293	ACT	40.00
89-CC-3294	Kar Products	73.15
89-CC-3297	Montgomery Ward	4,954.04
89-CC-3299	Continental Airlines	307.00
89-cc-3300	Continental Airlines	80.00
89-CC-3302	Webcraft Games, Inc.	7,575.80
89-CC-3303	Oconomowoc Developmental Training Center	1,092.42
89-CC-3306	Eastman Kodak Co.	1,770.45
89-CC-3307	Cunningham, James L., Co.	75.00
89-cc-3308	Silver Cross Hospital	645.60
89-CC-3309	Mosley, Artra Nell	15.06
89-cc-3310	Linox Co.	71.20
89-CC-3316	Mobil Oil Credit Corp.	978.18

89-CC-3317	Mobil Oil Credit Corp.	665.68
89-CC-3318	Mobil Oil Credit Corp.	548.10
89-CC-3319	Mobil Oil Credit Corp.	109.10
89-CC-3320	Mobil Oil Credit Corp.	106.87
89-CC-3321	Mobil Oil Credit Corp.	86.59
89-CC-3323	Henderson Co. Rural Health Center, Inc.	597.80
89-CC-3324	Corkill, Kenneth W.	84.80
89-CC-3326	White-Easley Mechanical Services	2,142.85
89-CC-3329	Bacon & Van Buskirk Glass Co.	1,169.00
89-CC-3330	Bacon & Van Buskirk Glass Co.	128.09
89-CC-3331	Bacon & Van Buskirk Glass Co.	127.85
89-CC-3332	Bacon & Van Buskirk Glass Co.	103.00
89-CC-3333	Bacon & Van Buskirk Glass Co.	79.55
89-CC-3334	Bacon & Van Buskirk Class Co.	54.39
89-CC-3335	Bacon & Van Buskirk Glass Co.	33.79
89-CC-3336	Bacon & Van Buskirk Glass Co.	30.69
89-CC-3337	Bacon & Van Buskirk Glass Co.	17.46
89-CC-3338	Bacon & Van Buskirk Glass Co.	6.00
89-CC-3339	Bacon & Van Buskirk Class Co.	4.31
89-CC-3340	Thermo Jarrell Ash Corp.	147,686.00
89-CC-3341	Amoco Oil Co.	143.39
89-CC-3342	Amoco Oil Co.	58.61
89-CC-3345	Carstens Health Industries, Inc.	1,409.14
89-CC-3346	Maslo, Rosemary	394.64
89-CC-3347	Bozell, Inc.	17,000.00
89-CC-3351	Sears, Roebuck & Co.	1,025.12
89-CC-3352	Sears, Roebuck & Co.	1,549.16
89-CC-3353	Anthony Supply Co.	360.00
89-CC-3354	Guardian Communications, Inc.	577.25
89-CC-3355	National Institute of Justice	85.45
89-CC-3356	Fritz, Inc.	8,809.00
89-CC-3358	Telex Communications, lnc.	40.00
89-CC-3359	St. Therese Medical Center	1,657.10
89-CC-3360	Atkinson, Carolyn J., Ph.D.	442.78
89-CC-3361	Bell & Howell Phillipsburg	193,916.00
89-CC-3364	Chicago HMO, Ltd.	1,008.10
89-CC-3365	Lake County State's Attorney	4,139.07
89-CC-3366	Northern Illinois Gas Co.	4,139.17
89-CC-3367	St. James Hospital Medical Center	329.29
89-CC-3371	Secretary of State Petty Cash Fund	56.12
89-CC-3372	Braun Automotive	40.33
89-CC-3373	Fayette Co. Health Dept.	200.00

89-CC-3374	Fayette Co. Health Dept.	150.00
89-CC-3375	Fayette Co. Health Dept.	50.00
89-CC-3377	Lincoln Land Companies	253.00
89-CC-3378	Hope School, Inc.	12,344.82
89-CC-3379	Hope School, Inc.	14,210.82
89-CC-3380	Hope School, Inc.	5,737.75
89-CC-3381	Hope School, Inc.	63.92
89-CC-3389	Van Hagen, Ford, M.D.	500.00
89-CC-3390	Days Inns Management Co., Inc.	20,696.68
89-CC-3394	Norris, Dorothy M.	1,697.50
89-CC-3395	Washington Co. Vocational Workshop	11,352.29
89-CC-3397	Masters, Gene	41.16
89-CC-3398	Geib Industries	448.47
89-CC-3401	Instrumentation Specialties, Inc.	7,876.00
89-CC-3403	Knox Co. Council for Developmental Disabilities, Inc.	80.00
89-CC-3409	Kranz, Inc.	238.80
89-CC-3410	Menendez, Francisco, M.D.	150.00
89-CC-3411	Bianconi, Olga S.	296.52
89-CC-3412	St. Therese Medical Center	111.20
89-CC-3413	St. Therese Medical Center	10.00
89-CC-3417	Tri-City Radiology	74.00
89-CC-3418	Becker, Jennifer M.	500.00
89-CC-3420	Shepard's McGraw-Hill	253.80
89-CC-3421	Samter, Max, M.D.	108.00
89-CC-3426	Chicago Temporary, Inc.	268.40
89-CC-3428	Illinois Bell Communications	644.53
89-CC-3430	Miller, David L., M.D.	20.00
89-CC-3431	Illinois, University of; Board of Trustees of	10,000.00
89-CC-3433	Recognition Equipment, Inc.	1,750.00
89-CC-3436	Holiday Inn	166.50
89-CC-3437	Telecom Management, Inc.	1,750.00
89-CC-3442	Telecom Management, Inc.	405.00
89-CC-3445	Telecom Management, Inc.	126.00
89-CC-3448	Amoco Oil Co.	635.48
89-CC-3449	Amoco Oil Co.	553.64
89-CC-3450	Amoco Oil Co.	70.93
89-CC-3451	Amoco Oil Co.	54.90
89-CC-3452	Amoco Oil Co.	53.98
89-CC-3453	Randant, Paula B.	660.00
89-CC-3454	Trains, Boats & Planes	441.00
89-CC-3458	Coyne American Institute	461.15

89-CC-3462	Frank's Glass Service, Inc.	200.00
89-CC-3463	Heritage Remediation	7,956.95
89-CC-3470	Digital Environments	666.37
89-CC-3471	Microhealth Resources, Inc.	40.00
89-CC-3472	Congdon & Co.	75.00
89-CC-3474	Kimble, Stephanie A.	700.00
89-CC-3479	Royal Motor Lodge	94.56
89-CC-3480	Kjellander, Judy B.	4,724.50
89-CC-3481	Kamenko, Ltd.	375.00
89-CC-3494	American Rentals, Inc.	800.00
89-CC-3495	Van Waters & Rogers, Inc.	2,000.00
89-CC-3496	Kwapis Dyer Knox & Miller, Ltd.	20.00
89-CC-3497	Biffar, Dennis G.	28.98
89-CC-3498	Unisys Corp.	2,180.00
89-CC-3510	Napco Auto Parts	172.77
89-CC-3515	Unisys Corp.	920.00
89-CC-3524	Northwest Medical Clinic	780.00
89-CC-3527	Unisys Corp.	4,059.00
89-CC-3528	Ambulance Service Corp.	676.00
89-CC-3533	Jordan, Joanne	149.64
89-CC-3535	Sears, Roebuck & Co.	274.73
89-CC-3536	Sun Refining & Marketing Co.	108.23
89-CC-3538	Sun Refining & Marketing Co.	97.79
89-CC-3543	Sun Refining & Marketing Co.	10.27
89-CC-3544	School Dist. 189	3,433.59
89-CC-3545	Visionquest	122.00
89-CC-3548	St. James Hospital Medical Center	210.29
89-CC-3550	Oak Lawn Orthopedics	65.00
89-CC-3552	Northern Illinois University	9,500.00
89-CC-3555	Sangamon Eye Associates	25.00
89-CC-3562	Kelly, Linda J.	28.54
89-CC-3563	US Sprint	3,400.80
89-CC-3564	Murphy, F.J., & Son	59.55
89-CC-3566	Community College Dist. 508	664.00
89-CC-3567	Community College Dist. 508	600.00
89-CC-3568	Community College Dist. 508	502.00
89-CC-3570	Community College Dist. 508	410.00
89-CC-3571	Community College Dist. 508	384.00
89-CC-3572	Community College Dist. 508	358.00
89-CC-3573	Community College Dist. 508	358.00
89-CC-3574	Community College Dist. 508	332.00

89-CC-3575	Community College Dist. 508	332.00
89-CC-3576	Community College Dist. 508	332.00
89-CC-3577	Community College Dist. 508	332.00
89-CC-3578	Community College Dist. 508	332.00
89-CC-3579	Community College Dist. 508	332.00
89-CC-3580	Community College Dist. 508	332.00
89-CC-3581	Community College Dist. 508	332.00
89-CC-3582	Community College Dist. 508	296.00
89-CC-3583	Community College Dist. 508	244.00
89-CC-3584	Community College Dist. 508	202.00
89-CC-3585	Community College Dist. 508	192.00
89-CC-3586	Community College Dist. 508	176.00
89-CC-3587	Community College Dist. 508	176.00
89-CC-3588	Community College Dist. 508	176.00
89-CC-3589	Community College Dist. 508	176.00
89-CC-3590	Community College Dist. 508	150.00
89-CC-3591	Community College Dist. 508	98.00
89-CC-3592	Community College Dist. 508	98.00
89-CC-3593	Community College Dist. 508	98.00
89-CC-3594	Community College Dist. 508	98.00
89-CC-3595	Community College Dist. 508	89.00
89-CC-3598	K-Mart 4464	99.78
89-CC-3608	Sam's 24 Hour Towing	130.00
89-CC-3609	Sam's 24 Hour Towing	115.00
89-CC-3610	Sam's 24 Hour Towing	110.00
89-CC-3611	Sam's 24 Hour Towing	98.00
89-CC-3612	Sam's 24 Hour Towing	36.00
89-CC-3613	Sam's 24 Hour Towing	30.00
89-CC-3614	Sam's 24 Hour Towing	20.00
89-CC-3618	Mead Data Central, Inc.	848.93
89-CC-3620	Ace Home Center	22.38
89-CC-3621	Forest Security Systems	966.44
89-CC-3622	Sivan, Abigail B., Ph.D.	600.00
89-CC-3623	Mother's Exchange, Inc.	64.80
89-CC-3624	Drake-Scruggs Equipment	29.94
89-CC-3628	Olympic Oil, Ltd.	4,670.00
89-CC-3629	Olympic Oil, Ltd.	591.00
89-CC-3630	Nolan, Patricia A.	60.00
89-CC-3631	Monroe Systems	90.00
89-CC-3638	Veterans Messenger Service	34.20
89-CC-3639	Medical Practice Plan	60.00

89-CC-3640	Carpentersville Police Dept.	3,890.19
89-CC-3641	Oberlander Communications Systems	37.28
89-CC-3642	Martz Software Power Tools	75.00
89-CC-3650	Zayre 357	93.25
89-CC-3653	Forhetz, John E.	602.55
89-CC-3654	Davis, Mary Taylor, Ph.D.	657.53
89-CC-3656	Haskell's, Inc.	40.00
89-CC-3659	Donna's House of Type	279.21
89-CC-3660	Eastman Kodak Co.	845.00
89-CC-3661	Correctional Medical Systems	936.00
89-CC-3662	Boomgarden, Duane	1,500.00
89-CC-3663	Chicago Assn. for Retarded Citizens	192.72
89-CC-3664	Lipschutz, Harold, M.D.	14.00
89-CC-3672	Chicago, University of, Orthogenic School	1,009.12
89-CC-3679	Sacks, Michael	60.06
89-CC-3690	Holiday Inn	355.20
89-CC-3692	Holiday Inn	99.90
89-CC-3694	Holiday Inn	55.50
89-CC-3695	Holiday **Inn**	**88.80**
89-CC-3697	Holiday Inn	44.40
89-CC-3699	Holiday Inn	88.80
89-CC-3700	Builders Square	328.12
89-CC-3701	Learning Trends	64.95
89-CC-3702	Chicago Public Schools	2,217.67
89-CC-3703	Brewton, Linda M.	**25.80**
89-CC-3706	Hinckley & Schmitt	148.07
89-CC-3707	Lewis International, Inc.	584.80
89-CC-3708	Sweeping Services, Inc.	480.00
89-CC-3715	Xerox	402.37
89-CC-3716	Will Co. Assn. for the Retarded	26,429.10
89-CC-3717	Relucio, Edmundo F., M.D.	20.00
89-CC-3720	Custom Enclosures, Inc.	4,075.00
89-CC-3721	St. Mary's Hospital	7,983.50
89-CC-3723	St. Mary's Hospital	210.00
89-CC-3724	St. Mary's Hospital	108.50
89-CC-3725	St. Mary's Hospital	37.20
89-CC-3726	St. Mary's Hospital	36.93
89-CC-3727	St. Mary's Hospital	32.50
89-CC-3728	Zayre Illinois Corp.	88.41
89-CC-3729	Pacificorp Capital, Inc.	6,437.18
89-CC-3731	United Rent-Alls	225.00

89-CC-3735	Webb, Susan J.	448.66
89-CC-3736	Luly, Carol B.	85.20
89-CC-3737	Colonial Baking Co.	1,170.96
89-CC-3738	FGM, Inc.	1,618.45
89-CC-3740	Miller, Herman, Inc.	2,112.88
89-CC-3742	Continental Glass & Plastic, Inc.	2,551.08
89-CC-3744	Lydia Home Assn.	65.78
89-CC-3749	Springfield Travel Shoppe, Ltd.	593.10
89-CC-3750	Springfield Travel Shoppe, Ltd.	538.00
89-CC-3786	Marshalls, Inc.	100.94
89-CC-3790	Illinois Consolidated Telephone Co.	2,129.05
89-CC-3792	Accurate Reporting Co., Inc.	138.60
89-CC-3793	Dreyer Medical Clinic	86.00
89-CC-3794	Davis, Mary Lou	25.80
89-CC-3795	K's Merchandise	168.30
89-CC-3797	Holiday Inn	89.00
89-CC-3798	Wyalusing Academy	101.35
89-CC-3799	Keck Consulting Services, Inc.	4,374.24
89-CC-3800	Montgomery Ward	299.66
89-CC-3801	Jamar's Office Products, Inc.	693.00
89-CC-3803	Zayre 388	199.62
89-CC-3804	Zayre 388	188.65
89-CC-3805	Zayre 388	89.00
89-CC-3806	Zayre 388	47.76
89-CC-3808	Children's World Learning Center	832.92
89-CC-3810	Bismarck Hotel	219.72
89-CC-3816	Illinois, University of, Hospital	10,700.00
89-CC-3818	Martin & Kelly Service, Inc.	1,040.70
89-CC-3827	St. Coletta School	255.00
89-CC-3828	ENT Surgical Associates, Ltd.	950.61
89-CC-3829	ENT Surgical Associates, Ltd.	46.67
89-CC-3830	Community College Dist. 508	257.00
89-CC-3831	Austin Radiology	118.39
89-CC-3833	Stencel Tank & Pump Co., Inc.	1,793.80
89-CC-3840	Safety-Kleen Corp.	81.50
89-CC-3841	Lincoln College	6,612.50
89-CC-3842	Ludwig Lumber, Inc.	7,093.32
89-CC-3843	Illinois, University of, at Chicago; Psychiatry Dept.	95,000.00
89-CC-3844	Enginemasters, Inc.	32.67
89-CC-3848	Northern Illinois University	26.50

89-CC-3849	Smith, David Lewis	1,786.96
89-CC-3850	Wisconsin, State of	3,780.00
89-CC-3851	Ecolab, Inc.	782.00
89-CC-3856	Mettam Safety Supply	152.58
90-cc-0011	Chancellor Hotel	84.36
90-CC-0012	Winter, Robert B., M.D.	9,335.00
90-CC-0017	Urbana Co. Market	200.00
90-CC-0018	Urbana Co. Market	137.83
90-cc-0019	Urbana Co. Market	134.97
90-CC-0020	Urbana Co. Market	165.00
90-CC-0021	Urbana Co. Market	71.69
90-CC-0024	Simon, Johnnie M.	235.00
90-CC-0031	Memorial Hospital	760.50
90-cc-0033	Levin, Mitchell	11.50
90-cc-0034	Oak Lawn Radiologists	82.00
90-cc-0035	Truck & Equipment Service Co.	2,569.78
90-CC-0036	Holmes, Lorine	294.,00
90-cc-0038	Steahly, Lance, M.D.	310.00
90-CC-0042	Tagger, Lola	**100.00**
90-cc-0044	Western Illinois University	126.92
90-cc-0045	Schwanke, Schwanke & Assoc.	582.00
90-CC-0047	Berwyn Electric Co.	31,233.52
90-cc-0049	Peat Marwick Main & Co.	700.00
90-CC-0054	Sears, Roebuck & Co.	632.36
90-CC-0055	Illinois Bell Communications	9.973.01
90-cc-0061	Word Technology Systems, Inc.	36.77
90-CC-0062	Vongsvivut, Arbha, M.D.	460.00
90-CC-0063	Lincoln Tower	566.20
90-cc-0073	Macoupin Co. Enquirer	48.00
90-cc-0074	Riviera Hotel, Inc.	184.97
90-CC-0075	Doctors' Pathology Service	305.50
90-CC-0076	Means, Clement	287.15
90-CC-0086	Wisdom, Robert S.	586.94
90-CC-0087	Renfro, K.W., Enterprises, Inc.	14,397.33
90-CC-0088	Renfro, K.W., Enterprises, Inc.	5,806.65
90-CC-0092	Bismarck Hotel	280.25
90-CC-0093	Bismarck Hotel	55.05
90-cc-0095	Boblick Medical Group	1,530.00
90-cc-0096	Baham, Anne	38.00
90-CC-0098	Zec, Ronald, M.D.	100.00
90-cc-0100	Sterr, James E.	880.00

90-CC-0105	Pamida Discount Center	9.95
90-CC-0106	Springfield Pediatrics Association	117.60
90-CC-0109	Concurrent Computer Corp.	48,941.35
90-CC-0110	Montgomery Ward	402.78
90-CC-0121	Illinois State University	222.75
90-CC-0129	Williamson Co. Programs on Aging	51.00
90-CC-0130	Illini Tire Co.	674.79
90-CC-0134	Metal Air Co. #II	1,707.00
90-CC-0137	Danville Manor	4,573.14
90-CC-0138	Woods, Dorothy	3,393.00
90-CC-0139	Woods, Dorothy	273.00
90-CC-0140	Frink Dental Supply	247.09
90-CC-0142	Illinois Collaboration on Youth	6,126.16
90-cc-0144	Eau Claire Academy	6,633.00
90-CC-0149	Kokely, Simon O.	330.00
90-CC-0151	Hinckley & Schmitt	101.34
90-CC-0153	Wheller Communications	1,023.51
90-CC-0158	Schaefer Electric, Inc.	110.02
90-CC-0159	O'Neal, Robert B.	541.80
90-CC-0161	Corn Belt Electric Cooperative Inc.	49.50
90-CC-0162	Armendaris, Gilberto	147.70
90-CC-0169	Woodford Co. Recorder	137.00
90-CC-0170	Spanish Center, Inc.	5,149.97
90-CC-0177	Ricoh Corp.	211.00
90-CC-0178	John Wood Community College	265.00
90-CC-0181	Zeitler, Michael R., D.D.S.	530.00
90-CC-0182	Star, Leslie D.	1,962.50
90-CC-0189	Super 8 Motel	165.10
90-CC-0190	Lad Lake, Inc.	459.85
90-CC-0191	Ambulance Service Corp.	944.00
90-CC-0192	Medical Radiological Service	1,235.00
90-CC-0199	St. Joseph Hospital	6,391.25
90-CC-0203	Will Co.	1,057.75
90-cc-0212	Swartley's Greenhouse	1,315.08
90-CC-0217	Englewood Health Services, Inc.	3,711.33
90-CC-0218	33 East Congress	1,108.39
90-cc-0220	Purdom's Suburban Music, Inc.	383.12
90-cc-0221	Purdom's Suburban Music, Inc.	370.36
90-cc-0223	Austin Radiology Assoc.	853.79
90-CC-0224	GTE North, Inc.	300.90
90-CC-0232	Continental Airlines	58.00

90-CC-0238	Sherman Hospital	69,.00
90-CC-0242	ASCAP	147.00
90-CC-0245	Cuthbert, Michael	362.88
90-cc-0252	Larson, Elmer Inc./Johnson's Concrete Co.	3,656.25
90-CC-0257	Wang Laboratories, Inc.	3,455.00
90-cc-0259	Misericordia Home North	11,061.11
90-CC-0260	Misericordia Home North	5,131.36
90-CC-0265	Unisys Corp.	54,000.00
90-CC-0273	Gates, Louis P.	330.00
90-CC-0274	Central Illinois Economic Development Corp.	1,627.09
90-cc-0285	Holiday Inn	177.60
90-CC-0286	Holiday Inn	44.40
90-CC-0287	Holidan Inn	44.40
90-cc-0296	Govindaiah, Sujatha, M.D.	250.00
90-CC-0297	Govindaiah, Sujatha, M.D.	208.00
90-CC-0298	Govindaiah, Sujatha, M.D.	133.00
90-CC-0299	Govindaiah, Sujatha, M.D.	75.00
90-CC-0300	Kaye, Michael, Ph.D.	240.00
90-CC-0302	Entenmann-Rovin Co.	6,432.00
90-CC-0328	American Envelope Co.	5,139.75
90-cc-0332	Edgar Co. Children's Home	6,837.60
90-cc-0339	Sikorsky Aircraft	4,444.30
90-cc-0340	Connelly, G.F., Co., Inc.	31,819.55
90-CC-0342	Dabney, Geraldine, Pres.	295.00
90-CC-0343	Macon Resources, Inc.	1,741.45
90-cc-0344	Lutheran Community Services	1,800.00
90-cc-0353	Linkon Auto Supply	**114.38**
90-cc-0355	Flynn, Thomas T., M.D.	80.00
90-CC-0356	State Surplus Property Revolving Fund	1,500.00
90-cc-0362	General Tire, Inc.	2Q0.52
90-CC-0367	St. Francis School	9,682.20
90-CC-0383	Egizii Electric, Inc.	289.48
90-cc-0384	Monroe Systems for Business	65.00
90-cc-0385	Smith, Sheila	77.40
90-CC-0391	Bull Worldwide Info Systems	650.32
90-cc-0404	Terpinas, James S.	129.00
90-cc-0408	Harper, Marilyn	196.50
90-cc-0410	Power Drive & Equipment Co.	90.58
90-cc-0411	Linkon Auto Supply	263.52
90-CC-0413	Linkon Auto Supply	46.06

90-CC-0414	Linkon Auto Supply	33.94
90-CC-0420	Ashford Computer Center, Inc.	1,035.00
90-CC-0421	Maywood Anesthesiologist; Lumis, Inc.; Light, Terry, M.D., Walloch, Jami	4,319.00
90-CC-0422	Lumis, Inc.; Baker, William, M.D.; Maywood Cardiology, Inc.; Marshall, Wendy, M.D.	3,931.00
90-CC-0423	Bremner, William, M.D.; Maywood Cardiology, Inc.; etc.	2,046.00
90-CC-0424	Lumis, Inc.	1,590.00
90-CC-0425	Galal, Hatem, M.D.	500.00
90-CC-0426	Maywood Cardiology, Inc.	313.00
90-CC-0427	Maywood Cardiology Association	275.00
90-CC-0428	Lumis, Inc.	266.00
90-CC-0429	Holmes, Henry, M.D.	115.00
90-CC-0430	Lumis, Inc.; Scheribel, Karl, M.D.	128.00
90-CC-0431	Lumis, Inc.	73.00
90-CC-0432	Lumis, Inc.	73.00
90-CC-0433	McDonald, James, M.D.	55.00
90-CC-0434	Lumis, Inc.	52.00
90-cc-0435	Gatti, William, M.D.	40.00
90-CC-0441	GTE Telecom Marketing Corp.	22,458.13
90-CC-0449	Xerox Corp.	210.74
90-CC-0450	Xerox Corp.	191.85
90-CC-0451	Xerox Corp.	187.50
90-CC-0452	Xerox Corp.	120.26
90-CC-0454	Church, Frederick, M.D.	1,295.00
90-CC-0463	St. Rose Residence, Inc.	699.05
90-CC-0466	Leigghio, Nazzareno, D.O.	170.00
90-cc-0477	Springfield Hilton	754.88
90-CC-0486	Springfield Hilton	176.00
90-CC-0487	Springfield Hilton	150.00
90-CC-0488	Springfield Hilton	140.00
90-CC-0489	Springfield Hilton	136.19
90-CC-0490	Springfield Hilton	132.00
90-CC-0491	Springfield Hilton	132.00
90-CC-0496	Springfield Hilton	112.60
90-CC-0498	Springfield Hilton	107.80
90-CC-0502	Springfield Hilton	88.00
90-CC-0505	Springfield Hilton	88.00
90-CC-0510	Springfield Hilton	88.00
90-CC-0512	Springfield Hilton	88.00

90-CC-0513	Springfield Hilton	68.36
90-CC-0514	Springfield Hilton	51.13
90-CC-0515	Springfield Hilton	49.56
90-CC-0516	Springfield Hilton	47.50
90-CC-0517	Springfield Hilton	47.50
90-CC-0520	Springfield Hilton	44.00
90-CC-0526	Springfield Hilton	44.00
90-CC-0528	Springfield Hilton	44.00
90-CC-0530	Springfield Hilton	44.00
90-CC-0533	Springfield Hilton	44.00
90-CC-0535	Springfield Hilton	44.00
90-CC-0538	Springfield Hilton	44.00
90-CC-0544	Springfield Hilton	44.00
90-CC-0550	Springfield Hilton	44.50
90-CC-0551	Springfield Hilton	44.00
90-CC-0558	Springfield Hilton	33.00
90-CC-0560	Springfield Hilton	27.50
90-CC-0564	Springfield Hilton	27.50
90-CC-0567	Springfield Hilton	13.40
90-CC-0568	Springfield Hilton	10.00
90-CC-0573	Mi-Jack Products, Inc.	287.00
90-CC-0574	Attachmate Corp.	607.00
90-CC-0579	Hampton Inn	44.00
90-CC-0582	Gerbie, Albert B., M.D.	300.00
90-CC-0586	Jacobs, Bill, Chevrolet	379.45
90-CC-0590	Center for the Rehabilitation & Training of Persons with Disabilities	170.50
90-CC-0592	Jackson, Elaine	1,148.08
90-CC-0601	Talbert, Russell H., Jr.	252.00
90-CC-0603	Xerox Corp.	1,514.88
90-CC-0604	Memorial Hospital	75.10
90-CC-0607	Tomas, A.D., M.D.	400.00
90-CC-0609	Christy-Foltz, Inc.	5,801.85
90-cc-0610	ZBM, Inc.	758.96
90-CC-0612	Acetylene Gas Co.	153.79
90-CC-0614	St. Coletta School	326.83
90-CC-0614	Mandel, Lipton & Stevenson	680.00
90-CC-0619	Cook Co. Treasurer	4,596.90
90-CC-0621	Berna Moving & Storage	674.80
90-cc-0626	Edgar Co. Clerk	7.00
90-CC-0628	Community College Dist. 508	365.00
90-CC-0629	Community College Dist. 508	358.00

90-cc-0630	Community College Dist. 508	286.00
90-CC-0631	Community College Dist. 508	225.00
90-CC-0632	Community College Dist. 508	216.00
90-CC-0633	Community College Dist. 508	45.00
90-CC-0634	Orchard Medical Center	26.00
90-cc-0635	Arjo Hospital Equipment, Inc.	123.58
90-cc-0641	Illini Supply	6,010.24
90-CC-0642	Illini Supply	3,488.40
90-CC-0645	Drury Inn	49.95
90-CC-0646	Schiffmann-Electrotek	2,073.54
90-CC-0647	South Suburban Hospital	234.50
90-cc-0652	Econo-Car	172.66
90-CC-0653	Econo-Car	119.74
90-CC-0658	H & J Plumbing & Heating	8,694.71
90-cc-0659	Midwest Specialty Products Co.	218.68
90-CC-0662	Valcom Computer Center	3,002.50
90-CC-0663	Valcom Computer Center	555.00
90-CC-0664	Catholic Charities Diocese of Springfield	833.04
90-CC-0668	Days Inn-West	83.91
90-cc-0669	Kemmerer Village	821.18
90-CC-0673	Marble, Charles	375.00
90-CC-0674	Patel, Kokila, M.D.	20.00
90-CC-0681	Young-Pezeshk, Jayne N.	280.00
90-CC-0682	Data Visible Corp.	371.78
90-CC-0684	Williams Key Co., Inc.	1,396.86
90-CC-0685	Peck, Gail M.	322.63
90-CC-0686	Darter, Inc.	6,499.12
90-CC-0687	Rainbo Bread Co.	1,376.02
90-CC-0706	Weil Pump Co.	2,176.52
90-CC-0707	Corporate Alternatives, Inc.	10,445.00
90-CC-0708	Romero, Jose	780.16
90-CC-0712	Akzo Salt, Inc.	502.58
90-CC-0718	Wiscarz, Thomas J.	259.35
90-CC-0719	Lincoln, Abraham, Center	5,681.78
90-CC-0722	Tucker, Paula	55.80
90-CC-0723	ARC/RIC	1,116.00
90-CC-0724	Hinckley & Schmitt	274.89
90-CC-0725	Hinckley & Schmitt	199.70
90-CC-0726	Hinckley & Schmitt	39.84
90-CC-0727	Cullina, Timothy L.	150.68
90-CC-0730	Holleb & Coff	270.00

90-CC-0745	Sparkling Spring Mineral Water	21.00
90-CC-0747	Hohulin Bros. Fence Co.	11.25
90-CC-0748	Zenith Electronics Corp.	3,089.00
90-CC-0752	Evans, Kay, Custodian, EPA Petty Cash Fund	112.28
90-CC-0753	Kullberg, Fredric C., M.D.	98.02
90-CC-0754	Peters, George B.	165.48
90-CC-0755	McPeak, Calvin J.	9,100.00
90-CC-0763	Resurrection Medical Center	1,097.75
90-CC-0764	Resurrection Medical Center	1,854.00
90-CC-0765	Resurrection Medical Center	571.75
90-CC-0766	Resurrection Medical Center	471.22,
90-CC-0767	Resurrection Medical Center	414.00
90-CC-0769	Resurrection Medical Center	312.25
90-CC-0770	Resurrection Medical Center	243.25
90-CC-0772	Resurrection Medical Center	186.00
90-CC-0773	Resurrection Medical Center	120.50
90-CC-0774	Resurrection Medical Center	100.25
90-CC-0775	Resurrection Medical Center	97.00
90-CC-0778	Resurrection Medical Center	60.80
90-CC-0780	Resurrection Medical Center	34.50
90-CC-0798	North Park College	550.00
90-CC-0799	Wells, John J.	748.00
90-CC-0801	Johnson, Roger H.	900.00
90-CC-0805	Beckley-Cardy Co.	385.00
90-CC-0806	Blauer Manufacturing Co.	389.16
90-CC-0807	Hope School, Inc.	14,232.36
90-CC-0809	Hope School, Inc.	793.80
90-CC-0810	Peterson, Steven O., D.M.D.	133.00
90-CC-0811	Freesmeier Lab., Inc.	1,174.80
90-CC-0814	Swartz Uniform Shop	89.19
90-CC-0815	Rosecrance, Inc.	5,594.16
90-CC-0816	Tandet, Linda, ACSW	1,100.00
90-CC-0817	Casey's General Store	14.63
90-CC-0818	Itos, Inc.	1,227.84
90-cc-0830	Tower Records of Illinois	6,125.00
90-cc-0831	STS Consultants, Ltd.	15,335.39
90-cc-0833	Bismarck Hotel Co.	103.40
90-cc-0834	Bridges, Patricia A.	81.00
90-cc-0835	Harrell, Julius	261.88
90-CC-0836	Davis, Paul	56.25

90-CC-0837	Sattley's	2,185.20
90-cc-0838	Wiley Office Equipment Co.	2,310.84
90-cc-0840	Amicon Division—W.R. Grace Co.	148.01
90-cc-0841	Edinburg Community Unit #4	84.00
90-CC-0843	Martin & Bayley	12.39
90-CC-0845	ARC/RIC	319.58
90-CC-0846	Banks, Janice E.	284.30
90-CC-0848	Western Illinois University	1,100.00
90-cc-0851	Nantz, Arvis L., Jr.	1,350.00
90-cc-0854	Miller, George	7,200.00
90-CC-0859	McDermott, Sean R.	226.80
90-CC-0860	Capitol Automotive Supply Co.	750.00
90-CC-0862	Salus, Babette P.	142.97
90-CC-0863	Schwing, Eric M.	100.35
90-cc-0864	England, Stephen J.	12.15
90-CC-0865	Branham, William D.	250.00
90-CC-0866	Hancock Co. Health Dept.	137.80
90-CC-0867	American Psychiatric Association	78.00
90-CC-0881	Case Power & Equipment	2,057.30
90-CC-0882	Case Power & Equipment	37.78
90-cc-0885	Olympia Fields Osteopathic Hospital	175.00
90-CC-0886	Eastman Kodak Co.	5,943.67
90-CC-0887	Adelson, Bernard H., M.D.	85.00
90-CC-0888	Adelson, Bernard H., M.D.	60.00
90-CC-0889	Adelson, Bernard H., M.D.	75.00
90-CC-0892	Corseti & Russ, Ltd.	12,000.00
90-CC-0896	Quality Care	598.92
90-CC-0898	Quality Care	399.28
90-CC-0899	Quality Care	399.28
90-cc-0900	Quality Care	363.63
90-cc-0901	Quality Care	142.60
90-cc-0902	Quality Care	142.60
90-CC-0903	Quality Care	106.95
90-CC-0905	Klevs, Della	12.62
90-CC-0907	Excelsior Youth Centers	731.94
90-CC-0908	Johnson, Howard	242.20
90-cc-0911	Instrument Sales Corp.	280.25
90-cc-0912	Kochin, Jenelle M.	56.12
90-CC-0914	St. Rose Residence	1,533.05
90-CC-0915	Paxton-Mitchell Co.	1,921.73
90-cc-0920	McCorkle Court Reporters	513.80

90-CC-0927	Lake Land College	507.00
90-CC-0928	Lake Land College	431.00
90-CC-0929	Lake Land College	310.25
90-CC-0930	Lake Land College	108.00
90-CC-0931	Lake Land College	93.00
90-CC-0932	Lake Land College	67.00
90-CC-0933	S & S Builders Hardware	1,626.91
90-CC-0936	Resource One Design Group	393.12
90-CC-0937	K's Merchandise	21.94
90-CC-0938	Ags Information Services, Inc.	7,732.27
90-CC-0940	Tick Bros., Jnc.	1,260.12
90-CC-0941	Prairie International Trucks	33,674.00
90-CC-0943	Centro De Informacion Y Progreso	2,244.18
90-CC-0944	Lincoln, Abraham, Centre	60.00
90-CC-0946	YWCA of Metro Chicago	3,165.04
90-CC-0947	Sears Roebuck & Co.	112.06
90-CC-0948	Corporate Business Interiors	2,035.10
90-CC-0950	Mebs, Inc.	616.66
90-CC-0951	**SHS Hotel Investments**	222.00
90-CC-0952	**SHS** Hotel Investments	166.50
90-CC-0958	Isreal, Rhona	83.03
90-CC-0959	Aunt Martha's Youth Service Center	12,017.25
90-CC-0960	Roosevelt University	1,575.00
90-cc-0961	Multigraphics	1,848.14
90-cc-0964	McGuire Reporting Service	686.55
90-CC-0970	Medical Eye Services	540.95
90-CC-0971	Illinois Migrant Council	2,384.31
90-CC-0983	Speck, Robert B.	80.46
90-CC-0986	General Auto Supply	30.00
90-CC-0988	Nixdorf Computer Corp.	9,956.40
90-cc-0991	Woods, Stephen A.	45.00
90-CC-0993	Mercer Co. Recorder of Deeds	21.00
90-cc-0994	Eastman Kodak Co.	511.20
90-cc-0995	Eastman Kodak Co.	473.50
90-cc-0996	B. & A. Travel Service, Ltd.	78.00
90-CC-0997	B. & A. Travel Service, Ltd.	78.00
90-CC-0998	Kang, Sung S., M.D.	616.00
90-CC-0999	Bums, Claudia J.	250.00
90-cc-1000	Kale Uniforms, Inc.	319.72
90-cc-1033	Quality Care	256.68
90-cc-1034	Lynch, Kathy A.	267.00

90-cc-1035	Cooksey, Jon D., M.D.	137.60
90-CC-1036	Community College Dist. 508	644.25
90-CC-1037	Community College Dist. 508	450.00
90-cc-1038	Community College Dist. 508	332.00
90-CC-1039	Community College Dist. 508	166.00
90-cc-1040	Community College Dist. 508	98.00
90-CC-1042	Corrections, Dept. of	2,926.00
90-CC-1043	Corrections, Dept. of	525.00
90-CC-1044	EMC Corp.	1,743.95
90-CC-1045	Land of Lincoln Motel	26.75
90-CC-1063	Elmhurst-Chicago Stone Co.	4,549.39
90-cc-1085	Rock Island Co. Health Dept.	522.31
90-CC-1088	Epstein, A., & Sons, Inc.	5,174.05
90-CC-1089	Lee, David O.	162.24
90-cc-1090	St. Therese Medical Center	264.76
90-cc-1091	Tyler, Clauzell	302.13
90-CC-1092	St. James Hospital Medical Center	3,074.66
90-CC-1096	Human Resource Assoc.	1,360.00
90-CC-1097	Hoover Schrum School	105.00
90-CC-1098	Cnudde, Marvin M.	106.80
90-cc-1100	Swanson, Carol L.	500.00
90-CC-1105	Laner, Sydney, & Co.	21.34
90-CC-1106	Dams, Glen	199.50
90-CC-1111	Gray, Randy, Chrysler, Inc.	870.45
90-CC-1115	K Mart Corp. Store 3032	611.70
90-CC-1116	K Mart Corp. Store 3474	257.71
90-CC-1118	Classic Modular Systems, Inc.	10,263.00
90-cc-1120	Peoria Assoc. for Retarded Citizens, Inc.	79.70
90-cc-1121	Dowty Electronics Co.	77.74
90-CC-1122	Organon Teknika Corp.	856.50
90-cc-1123	Exxon Co. U.S.A.	311.14
90-cc-1126	Paschall, Michael R.	84.48
90-cc-1128	Grimes, John E., Jr., Ph.D.	75.00
90-CC-1130	Institute of Logopedics, Inc.	246.67
90-CC-131	K's Merchandise	26.97
90-CC-1133	Project Oz	1,129.84
90-CC-1134	Rend Lake College	414.00
90-CC-1135	Mottoor, Ravi, M.D.	70.00
90-CC-1145	St. Mary's Hospital	144.37
90-CC-1146	Belleville Mental Health Out-Patient Center	2,492.00
90-CC-1148	Weston-Gulf Coast Laboratories	7,160.00

90-CC-1150	Bodem, Roberta J. O'Donnell	250.00
90-CC-1151	Segrest, Mary E.	127.80
90-CC-1152	Peoria-Rockford Bus Co.	21.00
90-CC-1157	Leslie Paper	22,748.00
90-CC-1182	Perez, Ramon	250.00
90-CC-1183	Eastman Kodak Co.	606.90
90-CC-1185	Crowder, Augustine	136.25
90-CC-1188	Miller, Thomas W.	62.50
90-CC-1189	Conway's Service	186.70
90-CC-1192	Firak, Katherine J.	525.00
90-CC-1201	Aratex Services, Inc.	215.48
90-CC-1202	Consolidated High School Dist. 230	594.00
90-CC-1205	Albany House	18.25
90-CC-1206	Giuffre, Barbara	30.00
90-CC-1215	Little City Foundation	1,583.58
90-CC-1216	Concurrent Computer Corp.	4,500.00
90-CC-1217	Waubonsee Community College	329.89
90-cc-1220	Loyola Medical Practice Plan	1,338.00
90-cc-1221	Loyola Medical Practice Plan	760.00
90-CC-1222	Loyola Medical Practice Plan	215.00
90-CC-1223	Loyola Medical Practice Plan	140.00
90-CC-1224	Loyola Medical Practice Plan	85.00
90-CC-1226	Loyola Medical Practice Plan	60.00
90-CC-1227	Loyola Medical Practice Plan	55.00
90-CC-1228	Loyola Medical Practice Plan	40.00
90-CC-1229	Loyola Medical Practice Plan	40.00
90-cc-1230	Loyola Medical Practice Plan	32.00
90-cc-1231	Loyola Medical Practice Plan	30.00
90-CC-1232	Loyola Medical Practice Plan	30.00
90-cc-1234	Stallman Hardware	539.40
90-cc-1235	Memorial Hospital	84.00
90-cc-1236	Svaniga, Lora J.	1,119.95
90-CC-1237	St. Mary's Hospital	59.60
90-cc-1238	Fleck, Joanne M., Petty Cash Custodian	68.52
90-cc-1239	Micropower Computer System	1,910.00
90-CC-1244	Conrad-Jarvis *Corp.*	6,504.75
90-CC-1245	National Audio Co.	174.00
90-CC-1247	Elgin Lawn Equipment	203.67
90-CC-1248	Peck, Gail	227.94
90-cc-1249	Meadowbrook Estates	8,193.30
90-cc-1250	Burson-Marsteller	7,133.80

90-cc-1260	Chicago Lighthouse for the Blind	11,925.00
90-CC-1262	D & L Office Furniture	751.20
90-CC-1263	D & L Office Furniture	626.00
90-CC-1267	Graham, Ray, Assoc. for Handicapped	2,217.49
90-cc-1268	McDaniel, Vera G.	170.00
90-CC-1269	Riverside Medical Center	954.45
90-CC-1270	Roodhouse, Peter, M.D.	550.00
90-CC-1271	Rambo Pharmacy	70.70
90-cc-1280	Jewish Children's Bureau	1,875.25
90-cc-1281	Windows, Inc.	19,393.70
90-cc-1284	Globe Glass & Mirror Co.	257.34
90-CC-1286	Jewel Food Stores, Div. of Jewel Companies, Inc.	293.73
90-CC-1287	Jewel Food Stores, Div. of Jewel Companies, Inc.	150.00
90-CC-1288	Jewel Food Stores, Div. of Jewel Companies, Inc.	100.00
90-CC-1290	Prendergast, Richard J.	7,899.40
90-CC-1292	Blakely, Belva	45.00
90-CC-1293	Hogsett, Stanley G.	75.00
90-cc-1294	Stirk, Stella M.	94.05
90-cc-1300	Illinois Correctional Industries	959.00
90-CC-1302	Illinois Correctional Industries	2,168.25
90-CC-1305	Kutty, Ahamed V. P., M.D.	125.00
90-CC-1307	Easter Seal Society of Southwestern Illinois	114.95
90-CC-1311	Humphrey, David M.; Hardin County Treasurer	2,250.11
90-CC-1312	Pitluk, Marvin J.	75.00
90-CC-1314	Manteno, Village of	931.84
90-CC-1319	Carmody, Raymond	713.04
90-CC-1320	Welders Supply, Inc.	14,124.47
90-CC-1321	Chicago Assn. for Retarded Citizens	1,402.00
90-CC-1323	Brady Office Machine Security, Inc.	143.00
90-CC-1325	Liebhaber, Diane	250.00
90-CC-1326	John Wood Community College	116.00
90-CC-1327	Red Roof Inns, Inc.	27.77
90-CC-1328	First National Bank of Lacon	10.50
90-CC-1329	Kraft/Holleb Food Service	928.20
90-cc-1331	American Psychiatric Assoc.	195.00

90-cc-1333	Fisher Scientific	60.59
90-cc-1334	Sexauer, J.A., Co.	315.20
90-cc-1335	Kornak, Norb, Oldsmobile	114.72
90-CC-1337	Chicago Dictating, Inc.	90.00
90-cc-1339	Chicago Dictating, Inc.	75.00
90-cc-1341	Beckelman, Kathleen	553.86
90-cc-1342	Idea Courier	6,412.88
90-cc-1344	Jones, Barbara A.	250.00
90-cc-1349	Shelter, Inc.	50.00
90-cc-1355	Beckley-Cardy, Inc.	3,701.31
90-CC-1357	Truckin Specialties	69.00
90-CC-1358	Cadieux, Jodie	217.00
90-CC-1361	Watts Postage Systems, A Div. of Watts Copy Systems, Inc.	1,874.08
90-CC-1364	Linkon Auto Supply	881.00
90-CC-1368	Woodworker's Supply of NM	73.00
90-CC-1371	Herington, John	80.00
90-CC-1373	Herington, John	70.00
90-CC-1374	Herington, John	80.00
90-CC-1375	Herington, John	80.00
90-CC-1376	Washington County Service Co.	11.87
90-cc-1383	Galesburg Public Library Lekotek Center	8,372.43
90-CC-1385	Hoyleton Youth & Family Services	1,078.11
90-CC-1387	National Chemsearch Corp.	132.39
90-cc-1389	Delong Disposal	66.00
90-CC-1391	Chicago Association for Retarded Citizens	2,375.34
90-CC-1394	Amdur, Mark A.	120.00
90-CC-1395	Amdur, Mark A.	20.00
90-CC-1396	Amdur, Mark A.	120.00
90-CC-1397	Southern Reporting	237.60
90-CC-1399	Ragland, Rose	90.00
90-CC-1400	Canton YWCA	405.30
90-cc-1404	H.B. Construction	6,090.29
90-CC-1407	Shawnee Development Council, Inc.	266.10
90-CC-1408	Shawnee Development Council, Inc.	206.00
90-CC-1409	Shawnee Development Council, Inc.	244.00
90-CC-1410	Shawnee Development Council, Inc.	339.40
90-CC-1411	Shawnee Development Council, Inc.	281.80
90-CC-1412	Shawnee Development Council, Inc.	105.00
90-CC-1413	Shawnee Development Council, Inc.	278.80
90-CC-1414	Shawnee Development Council, Inc.	287.00

90-CC-1415	Shawnee Development Council, Inc.	321.60
90-CC-1416	Shawnee Development Council, Inc.	334.60
90-CC-1417	Shawnee Development Council, Inc.	341.60
90-CC-1418	Shawnee Development Council, Inc.	88.00
90-CC-1419	Brown, Glen, & Associates	1,900.00
90-CC-1422	Illinois State University	2,009.50
90-CC-1423	Oak Brook Reporting Services	77.50
90-CC-1424	Root Bros. Mfg. & Supply Co.	217.05
90-CC-1427	United Cerebral Palsy	293.68
90-CC-1428	Meystel, Inc.	999.00
90-CC-1430	Carroll Seating Co.	252.00
90-CC-1431	Alliance for the Mentally Ill of Rock Island & Mercer Counties	1,987.07
90-CC-1437	O.H. Materials Corp.	43,641.11
90-CC-1440	Springfield, Illinois, City of	192.00
90-CC-1442	Guzman, Mary	61.00
90-cc-1444	Piatt County of Transportation Program	381.00
90-CC-1445	Wilkens-Anderson Co.	55.99
90-CC-1447	Nixdorf Computer Corp.	951.60
90-CC-1454	Mercer County, Illinois	769.93
90-CC-1457	Eye Clinic of Wausau, S.C.	49.00
90-CC-1459	Riverside Medical Center	63.00
90-CC-1462	Stromberg/Abe Div. of New Haven	3,072.48
90-CC-1463	Conoco, Inc.	16.52
90-CC-1464	Kasperek, Joseph E.	248.83
90-CC-1466	Derango, Marilyn	42.75
90-CC-1471	Bocker Chevrolet Co.	86.36
90-CC-1472	Amber, Sheila	76.95
90-CC-1473	Amber, Sheila	89.33
90-CC-1474	Watson, Douglas D.	60.00
90-CC-1476	Geneseo, City of	2,447.02
90-CC-1477	Illinois Correctional Industries	3,670.00
90-CC-1478	Illinois Correctional Industries	3,863.20
90-CC-1479	Illinois Correctional Industries	24,457.66
90-CC-1480	Oconomowoc Developmental Training Center, Inc.	1,448.56
90-CC-1481	Anderson Elevator Co.	3,745.00
90-CC-1482	Anderson Elevator Co.	1,200.00
90-CC-1483	Anderson Elevator Co.	2,891.00
90-CC-1487	Harris Associates Trust	46.85
90-CC-1488	Chicago Dictating, Inc.	75.00

90-CC-1489	Chicago Dictating, Inc.	75.00
90-CC-1490	Ebers, John, Jr.	360.00
90-CC-1494	Loyola Medical Practice Plan	167.00
90-CC-1495	Loyola Medical Practice Plan	195.00
90-CC-1496	Loyola Medical Practice Plan	201.00
90-CC-1501	Parkland College	383.50
90-CC-1502	Parkland College	44.34
90-CC-1503	Centel of Illinois	58.00
90-CC-1520	Bethshan Assoc.	10,000.00
90-CC-1525	Covenant Children's Home	626.40
90-CC-1526	Covenant Children's Home	702.00
90-CC-1527	Abel, Bertha	19.13
90-CC-1528	Allen Tire Service	53.00
90-CC-1529	Assoc. for Retarded Citizens	8,329.81
90-CC-1530	Assoc. for Retarded Citizens	11,149.33
90-CC-1532	Holiday Inn-Livingston	355.10
90-CC-1535	Loomis, S. Dale, M.D.	375.00
90-CC-1536	Smith, Kip	27.50
90-CC-1538	Blanton Sunoco, Inc.	256.50
90-CC-1541	Associated Radiologist of Joliet, S.C.	19.50
90-CC-1542	Steele, Terry	759.60
90-CC-1544	HHM Physiatry	250.00
90-CC-1547	Developmental Services Center	1,523.90
90-CC-1550	Mercan-Tours	415.00
90-CC-1551	Mercan-Tours	171.00
90-CC-1552	Mercan-Tours	171.00
90-CC-1553	Johns, William E.	114.52
90-CC-1554	Stark, Michael	76.99
90-CC-1557	Nordstrand, Diane	166.95
90-CC-1558	Hospital Correspondence Copiers	20.00
90-CC-1559	Hospital Correspondence Copiers	20.00
90-CC-1561	Hospital Correspondence Copiers	20.00
90-CC-1562	Hospital Correspondence Copiers	20.00
90-CC-1563	Hospital Correspondence Copiers	20.00
90-CC-1566	Prairie International Trucks	638.10
90-CC-1570	IBM Corp.	276.60
90-CC-1571	S & G Home & Health Care Professionals, Inc.	1,550.00
90-CC-1572	American Society of Hospital Pharmacists	1,860.00
90-CC-1573	Holt, Lorraine	135.00
90-CC-1574	Career Track, Inc.	150.00

90-CC-1575	Mechanics Planing Mill, Inc.	670.00
90-CC-1577	Anderson, Cleo	88.88
90-CC-1581	Illinois Wesleyan University	6,300.00
90-CC-1585	Cooney, Frank, Co., Inc.	1,880.00
90-CC-1594	Illini Supply, Inc.	216.87
90-CC-1595	Educational & Institutional Cooperative Service, Inc.	199.76
90-CC-1599	Illinois Correctional Industries	4,011.00
90-CC-1600	Illinois Correctional Industries	678.00
90-CC-1601	Bergner, P. A., & Co. d/b/a Bergner's Travel Headquarters	443.00
90-CC-1602	Concurrent Computer Corp.	14,252.95
90-CC-1603	Concurrent Computer Corp.	5700.00
90-CC-1604	Columbia College	79,950.00
90-CC-1605	Espiritu, Ernesto R., & Assoc., P.C.	1,283.43
90-CC-1614	Holiday Inn-Alton	87.50
90-CC-1628	Springfield Hilton	359.66
90-cc-1630	Rehabilitation Institute of Chicago	164.37
90-CC-1631	Heartland Home Health Care	116.00
90-CC-1634	Commonwealth Edison Co.	325.90
90-CC-1635	Bebon Office Machines Co., Inc.	920.00
90-CC-1636	Commonwealth Edison Co.	68,963.23
90-CC-1637	Barricade Lites, Inc.	1,168.00
90-cc-1644	Bebon Office Machines Co., Inc.	237.60
90-CC-1646	A-1 Lock, Inc.	33.25
90-cc-1652	Millington Telephone Co., Inc.	387.87
90-CC-1653	Gates, Marcia	75.00
90-cc-1655	First National Bank of Chicago	5,627.50
90-cc-1656	Home Plastics	40.60
90-CC-1661	Red Ewald, Inc.	7,175.00
90-cc-1664	Kankakee County Convention & Visitors Assoc.	364.50
90-CC-1683	Copley Press, Inc. d/b/a Daily Courier News	178.27
90-CC-1686	Delta Air Lines, Inc.	697.00
90-CC-1692	Hughes, Jan E.	71.62
	McCorkle Court Reporters, Inc.	156.20
	De Paolo's Carpet Care & Cont.	6,292.00
	Borgsmiller Travels	278.00
	Valcom Computer Center	1,196.00
	Riverside Medical Center	550.00

90-CC-1712	Riverside Medical Center	541.66
90-CC-1713	Valcom Computer Center	45.00
90-CC-1716	Lad Lake, Inc.	1,123.00
90-CC-1722	ISS International Service System, Inc.	60,248.79
90-CC-1727	Capitol Reporting Service, Inc.	42.60
90-CC-1728	Recognition Equipment, Inc. ,	24,733.00
90-CC-1729	Recognition Equipment, Inc.	20,048.00
90-CC-1733	St. Elizabeth's Hospital	100.00
90-CC-1735	Don, Edward, & Co.	1,753.86
90-CC-1736	Association for Retarded Citizens	66.00
90-CC-1737	Association for Retarded Citizens	619.76
90-CC-1740	Tellabs, Inc.	26,360.00
90-CC-1746	Developmental Services Center	2,271.96
90-CC-1747	Archibald, Mary J.	160.00
90-CC-1749	Bozell, Inc.	3,407.00
90-CC-1750	Bozell, Inc.	271.54
90-CC-1752	Continental Airlines	135.00
90-CC-1753	Continental Airlines	82.00
90-CC-1754	**Riverside Medical Center**	467.76
90-CC-1757	St. Mary Hospital, Inc.	10,755.00
90-CC-1758	St. Mary Hospital, Inc.	10,005.00
90-CC-1759	North **Park** College	52.5.00
90-CC-1760	Wolny, Dennis, Dr.	85.00
90-CC-1769	Systems Evaluation & Analysis Group	11,118.00
90-CC-1770	Phillips 66 Co.	75.90
90-CC-1771	West Main Quick Lube	150.95
90-CC-1778	Illinois Deafness & Rehabilitation Assoc.	315.00
90-CC-1779	Buch, Piyush, M.D., P.D.	100.00
90-CC-1781	Banks, Mary A.	414.68
90-CC-1782	McDonough County Rehabilitation Center	1,742.41
90-CC-1783	Carlile, Robert L., CPA	3,360.00
90-CC-1784	Fujitsu Business Comm. Systems, Inc.	782.67
90-CC-1785	Classic Friendship Inn of Pekin	40.28
90-CC-1786	Classic Friendship Inn of Pekin	40.28
90-CC-1789	Webster-Cantrell Hall	6,418.02
90-CC-1790	Prairie International c/o Navistar	29,770.00
90-CC-1793	Lundholm Surgical Group	708.52
90-CC-1797	Ames Department Store	107.86
90-CC-1798	Ames Department Store	91.83
90-cc-1800	Ames Department Store	55.91
90-CC-1801	Ames Department Store	185.88

90-CC-1802	C.A.U.S.E.S. (Child Abuse Unit for Studies)	200.00
90-CC-1803	Interior Concepts, Inc.	2,060.00
90-CC-1804	Community College Dist. 508, Board of Trustees	104.00
90-CC-1806	Community College Dist. 508, Board of Trustees	2,340.10
90-CC-1807	Community College Dist. 508, Board of Trustees	254.00
90-CC-1808	A & G Chemical & Supply Co., Inc.	90.40
90-CC-1813	Central Rehabilitation Workshop	1,600.00
90-CC-1814	Central Rehabilitation Workshop	700.00
90-CC-1815	Mantek	965.75
90-CC-1833	Illinois Correctional Industries	541.00
90-CC-1835	Illinois Correctional Industries	7,334.00
90-cc-1839	St. James Hospital Medical Center	987.86
90-CC-1842	Antonson, Kenneth	151.63
90-CC-1845	Atlas Travel of Springfield, Inc.	100.75
90-CC-1851	Tilford, Sheree R.	225.90
90-CC-1852	Gaffney Funeral Home	536.00
90-CC-1855	National Supermarkets	149.04
90-CC-1858	Hope School, Inc.	1,281.84
90-CC-1860	Harold Motors, Inc.	28.00
90-CC-1864	Matoesian, V. Robert	120.00
90-CC-1866	Neenah Foundry Co.	8,265.00
90-CC-1867	Howe Richardson	12,012.90
90-CC-1868	Neenah Foundry Company	740.00
90-CC-1870	McLaughlin & Associates Architects, Inc.	240.00
90-CC-1871	Metro Stationers	1,118.48
90-CC-1872	Illinois, University of, at Chicago	37,851.86
90-CC-1878	Roddewig, Richard J.	153.65
90-CC-1912	HHM Emergency Services	175.00
90-CC-1913	Holiday Inn-Peru	180.34
90-CC-1914	McGregor Subscription Service, Inc.	21.00
90-CC-1920	Hospital Correspondence Copiers	20.00
90-CC-1921	Hospital Correspondence Copiers	20.00
90-CC-1922	Hospital Correspondence Copiers	20.00
90-CC-1923	Hospital Correspondence Copiers	20.00
90-CC-1924	Hospital Correspondence Copiers	20.00
90-CC-1925	Stinson Press, d/b/a Christian Book Center	110.95
90-CC-1928	Holtz, Thomas M.	49.50
90-CC-1929	Brautigam, Marcia	500.00

90-CC-1936	Lanier Voice Products Division	455.84
90-CC-1941	Blalock, Ralph Co., Inc.	7.85
90-CC-1953	Complete Service Electric, Ltd.	676.15
90-CC-1957	Holiday Inns, Inc.	241.26
90-CC-1959	Production Press, Inc.	1,250.00
90-CC-1963	World Wild Travel of Pekin	218.00
90-CC-1969	Illini Supply, Inc.	68.49
90-CC-1970	Illini Supply, Inc.	110.78
90-CC-1975	Continental Airlines	150.00
90-CC-1979	Medcentre Laboratories	16.00
90-CC-1982	Martin, Patricia R.	76.50
90-cc-1990	Lewis, Walter H.	275.00
90-CC-1995	Vandenberg ADL Rehab. Supply	22.95
90-CC-1998	Hess, Inc.	2,792.00
90-cc-1999	Hess, Inc.	1,142.00
90-cc-2000	Morris, Robert, College	1,050.00
90-cc-2001	Morris, Robert, College	1,050.00
90-CC-2002	Morris, Robert, College	1,050.00
90-CC-2003	Morris, Robert, College	1,050.00
90-CC-2014	Coontz, Richard	16.86
90-CC-2017	Deltronics Distributing Co.	30.00
90-CC-2021	Best Western Inn of Chicago	56.21
90-cc-2024	Macon County Health Department	8,309.85
90-CC-2025	Big Wheeler Truck Stop, Inc.	51.79
90-CC-2027	Edelberg, Shiffman & Myers, Inc.	5,895.17
90-cc-2028	Edelberg, Shiffman & Myers, Inc.	5,895.17
90-CC-2029	Edelberg, Shiffman & Myers, Inc.	246.64
90-CC-2032	Minolta Business Systems	738.00
90-CC-2049	Edwardsville Intelligence	3.28
90-CC-2057	Carpenter & Klein Equipment Co., Inc.	15,987.00
90-CC-2058	Virco Mfg. Corp.	273.50
90-CC-2070	ARC/RIC	1,230.80
90-CC-2075	Southern Illinois University	26,395.32
90-CC-2076	Southern Illinois University	20,446.35
90-CC-2081	Illinois Correctional Industries	4,556.00
90-CC-2082	West Publishing Co.	436.77
90-CC-2083	Bismarck Hotel	103.40
90-CC-2089	Northwestern Medical Faculty Foundation	155.00
90-CC-2090	Winnebago County Health Department	20,575.97
90-cc-2101	Carr, Eileen J.	249.83
90-CC-2108	Unocal	14.73

90-CC-2109	Unocal	101.76
90-cc-2110	Unocal	35.97
90-CC-2115	Unocal	148.92
90-CC-2116	Peoria City/County Health Department	7,049.55
90-CC-2118	Oconomowoc Developmental Training Center, Inc.	3,753.85
90-cc-2122	Hanrahan Excavating, Inc.	3,000.00
90-cc-2125	Beverly Healthcare Properties, Ltd.	8,765.11
90-CC-2126	Crosspoint Human Services	138.32
90-CC-2129	Peoria Assoc. for Retarded Citizens, Inc.	6,002.70
90-CC-2130	Bettenhausen Motor Sales	24.00
90-CC-2139	Landes Trucking, Inc.	2,688.79
90-CC-2143	Northwestern Illinois Association	4,033.86
90-CC-2146	Western Illinois University	435.00
90-CC-2149	Heritage Lincoln Mercury	60.60
90-CC-2150	Tepper Electric Supply Co.	3,749.40
90-CC-2152	Kulkarni, Pradeep, S., M.D.	3,636.75
90-CC-2153	Miles Chevrolet, Inc.	1,631.14
90-CC-2155	Vista Realty, Inc.	1,443.00
90-CC-2159	Macro Systems, Inc.	1,718.87
90-CC-2162	Holiday Inn-Vincennes	808.50
90-CC-2164	Jumers Castle Lodge	47.73
90-CC-2169	Todd Uniform	21.25
90-CC-2171	Holiday Inn-Mundelein	166.52
90-CC-2179	Randolph Hospital District	144.00
90-cc-2180	Assoc. for Retarded Citizens	981.69
90-CC-2181	Western Illinois University	3,712.75
90-CC-2201	Lake Development, Ltd.	173.28
90-CC-2205	Association for Individual Development	3,150.43
90-CC-2207	Home Brite Co.	21.45
90-CC-2208	Kohl's Department Stores	202.00
90-cc-2210	Goodyear Tire & Rubber Co.	50.20
90-CC-2217	Idea Courier Inc., f/k/a Alcatel Information Systems	460.00
90-CC-2218	Idea Courier, Inc., f/k/a Alcatel Information Systems	460.00
90-cc-2220	Fehrenbacher, Tommie D.	490.16
90-cc-2224	Horizon House of Illinois Valley, Inc.	2,671.61
90-cc-2228	Woody's Municipal Supply Co., Inc.	190.00
90-CC-2230	Case Power & Equipment	637.21
90-cc-2232	Goodyear Tire & Rubber Co.	275.46

90-CC-2233	Goodyear Tire & Rubber Co.	166.64
90-cc-2234	Goodyear Tire & Rubber Co.	198.30
90-cc-2235	Goodyear Tire & Rubber Co.	509.60
90-CC-2236	Goodyear Tire & Rubber Co.	379.32
90-CC-2237	Goodyear Tire & Rubber Co.	176.20
90-CC-2238	Goodyear Tire & Rubber Co.	64.76
90-CC-2249	Cass County Recorder	28.00
90-cc-2250	Kennedy, Lt. Joseph P., Jr., School	1,285.62
90-CC-2251	Kennedy, Lt. Joseph P., Jr., School	17,982.01
90-cc-2252	Kennedy, Lt. Joseph P., Jr., School	591.78
90-CC-2262	Montanari Clinical School	170.00
90-CC-2265	Stadium View, Inc., d/b/a The Chancellor Hotel	44.40
90-CC-2266	Campus View, Inc., d/b/a The University Inn	362.29
90-CC-2269	Northern Illinois University	952.13
90-CC-2271	Northern Illinois University	1,892.70
90-CC-2279	Boone County	5,175.00
90-CC-2287	Simons, Jack E., D.O.	308.22
90-CC-2289	St. Mary's Hospital	360.80
90-cc-2290	St. Mary's Hospital	1,568.70
90-CC-2294	Napco Auto Parts	221.83
90-CC-2298	International Mailing Systems, Inc.	308.25
90-cc-2301	Simons, Jack E., D.O.	100.00
90-CC-2302	Refrigeration Sales Co., Inc.	149.08
90-CC-2307	Milestone, Inc.	23,634.64
90-cc-2309	Betterton, Marshall E.	250.00
90-cc-2311	S & K Chevrolet	89.33
90-CC-2313	Southern Illinois University	325.10
90-CC-2315	Days Inn-West	27.97
90-CC-2317	Springfield, City of; Department of Public Utilities	401.57
90-cc-2320	Modern Business Systems	4,064.00
90-cc-2321	Southern Illinois University	3,156.31
90-CC-2322	Southern Illinois University	2,396.58
90-CC-2323	Southern Illinois University	1,337.90
90-CC-2325	Royal Parkway Dodge, Inc.	16,035.45
90-CC-2331	Beling Consultants, Inc.	305.15
90-cc-2332	Roula Associates Architects Chtd.	1,792.02
90-CC-2346	Metropolitan Fair & Expo. Authority	207.00
90-CC-2351	Illinois Correctional Industries	485.00

90-CC-2354	Concurrent Computer Corp.	659.85
90-CC-2356	Henderson County Senior Citizens Assn.	32.00
90-CC-2363	Stuttle, Lucky	31.92
90-CC-2371	Giles, Roscoe C., Ltd.	1,255.15
90-CC-2373	Loeb, Felix F., Inc.	2,034.72
90-CC-2376	Burrell, Barbara	59.00
90-CC-2385	Kankakee Community College	2,796.95
90-CC-2388	DeAngelis, Louis P.	250.00
90-CC-2437	Illinois, University of, College of Medicine, Medical Serv.	83.94
90-CC-2439	ARC/RIC	2,373.67
90-CC-2440	People's Do-It Center, Inc.	211.42
90-CC-2451	Funk, Thomas W.	1,080.00
90-CC-2460	Kumar, Nada	338.60
90-CC-2461	Emery Worldwide	156.20
90-CC-2463	Alpha Christian Registry, Inc.	1,916.50
90-CC-2481	IBM	775.00
90-CC-2495	Marion County	76.20
90-CC-2496	St. Coletta School	255.51
90-CC-2500	St. Coletta School	18.64
90-CC-2505	Baldwin Reporting Services	132.60
90-CC-2508	Baldwin Reporting Services	31.65
90-CC-2529	Loyola Medical Practice Plan	160.00
90-CC-2531	Loyola Medical Practice Plan	140.00
90-CC-2532	Loyola Medical Practice Plan	100.00
90-CC-2533	Loyola Medical Practice Plan	67.00
90-CC-2535	Loyola Medical Practice Plan	40.00
90-CC-2536	Loyola Medical Practice Plan	35.00
90-CC-2537	Loyola Medical Practice Plan	16.00
90-CC-2542	South Haven Public Schools	2,112.88
90-CC-2550	Lutheran Social Services	3,373.20
90-CC-2561	Egghead Discount Software	73.00
90-CC-2573	Alpha Christian Registry, Inc.	455.40
90-CC-2574	Alpha Christian Registry, Inc.	119.03
90-CC-2576	Alpha Christian Registry, Inc.	68.75
90-CC-2583	St. Mary's Hospital	220.47
90-CC-2584	St. Mary's Hospital	157.72
90-CC-2585	St. Mary's Hospital	115.24
90-CC-2586	St. Mary's Hospital	99.71
90-CC-2587	St. Mary's Hospital	97.72
90-CC-2588	St. Mary's Hospital	86.60

90-CC-2589	St. Mary's Hospital	81.34
90-CC-2590	St. Mary's Hospital	72.40
90-cc-2591	St. Mary's Hospital	63.90
90-CC-2592	St. Mary's Hospital	60.32
90-cc-2593	St. Mary's Hospital	49.00
90-CC-2594	St. Mary's Hospital	40.00
90-cc-2595	St. Mary's Hospital	33.30
90-cc-2596	St. Mary's Hospital	29.11
90-cc-2597	St. Mary's Hospital	20.60
90-CC-2598	St. Mary's Hospital	20.60
90-CC-2599	St. Mary's Hospital	19.64
90-cc-2600	St. Mary's Hospital	19.61
90-CC-2601	St. Mary's Hospital	18.52
90-cc-2602	St. Mary's Hospital	4.12
90-CC-2603	St. Mary's Hospital	4.12
90-CC-2605	Illinois Correctional Industries	16,903.32
90cc2611	Decatur Memorial Hospital	81.20
90-CC-2633	Corrpro Companies, Inc.	15,053.00
90-cc-2635	Econo-Car	155.50
90-CC-2646	**Monroe Truck Equipment**	3,525.54
90-cc-2668	ARC Community Support System	124.80
90-CC-2681	Western Illinois University	37.50
90-CC-2703	Zytron Corp.	280.00
90-CC-2709	Kaskaskia College	78.75
90-CC-2710	St. Mary's Hospital	194.72
90-CC-2711	St. Mary's Hospital	142.90
90-CC-2712	St. Mary's Hospital	15.41
90-CC-2748	COM Microfilm Co.	1,400.00
90-CC-2750	Hiway Marking Systems	58,528.00
90-CC-2779	Henson Robinson Inc.	756.83
90-CC-2837	Rogalsky, Randall J., Dr.	317.61
90-cc-2838	Illinois State University	59,731.75
90-CC-2846	Illinois, University of, at Chicago	4,992.33
90-CC-2856	Riverside Medical Center	25.10
90-CC-2916	Kennedy, Lt. Joseph P., Jr., School	11,940.97
90-CC-2925	Conotabs Network	630.90

STATE COMPTROLLER ACT REPLACEMENT WARRANTS

FY 1990

If the Comptroller refuses to draw and issue a replacement warrant, or if a warrant has been paid after one year from date of issuance, persons who would be entitled under Ill. Rev. Stat. 1989, ch. 15, par. 210.10, to request a replacement warrant may file an action in the Court of Claims for payment.

88-cc-1928	Gwin, Harriet Virginia	$ 596.76
89-CC-0313	Weise, Richard Earnest	483.40
89-CC-0639	Pasuke, Tatiana	260.51
89-CC-0677	Intergroup Prepaid Health Service	11,693.11
89-CC-0882	Associated Products, Inc.	4,619.05
89-CC-1459	IBM Credit Corp.	37,238.38
89-CC-2919	Golden, Joyce	80.00
89-CC-3145	Lynch, Michael J.	74.48
89-CC-3152	Krause, Hillary T. & Carol J.	33.95
89-CC-3357	Maxicare Illinois, Inc.	7,345.20
90-CC-0248	Murphy, John E. & Kathy	122.00
90-CC-0288	Rabin, Marc J.	315.29
90-CC-0589	Putz, Mary L.	62.00
90-cc-0802	Szantos, Philip	1,914.76
90-cc-0884	Zimmerman, Leann	33.00
90-cc-0923	Sommers, Rebecca R.	23.21
90-cc-0967	Jensen, Eleanor	44.82
90-cc-1002	Wang Laboratories, Inc.	18,018.00
90-CC-1127	Xerox Corp.	419.40
90-CC-1156	Valkenberg, Lisa M.	21.00
90-CC-1240	Kudlo, Raymond	2,491.57
90-cc-1382	Cadelina, Frank	124.00
90-CC-1461	Matson, Lee Norma	174.04
90-CC-1534	Reis, Marian O.	393.92
90-cc-1632	Gowgiel, William	200.00
90-cc-1639	Edwards, Elizabeth	388.92
90-cc-1640	Jensen, Cathlene	7.00

90-CC-1660	Davidson, James C.	600.00
90-CC-1689	Kehl, Donald M., Jr.	5.00
90-CC-1931	Northwestern Medical Faculty	2,897.83
90-CC-2007	Kidder, Peabody & Co., Inc.	1,140.46
90-CC-2008	Kidder, Peabody & Co., Inc.	13,768.40
90-cc-2009	Kidder, Peabody & Co., Inc.	2,279.74
90-CC-2059	Alexander, Annie B.	30.00
90-CC-2073	Reed, Willie & Shirley	207.00
90-CC-2074	Sheffler, Leverne Lela M.	147.85
90-CC-2127	Osco Drug	2,723.59
90-CC-2151	Kare, Mark & Linda	169.00
90-cc-2209	Niedfeldt, Delores S.	64.00
90-CC-2274	Ahmed, Ashraf J., Dr.	293.60
90-cc-2334	Smith, Charmaine	20.00
90-CC-2471	Julies Descendants Trust	3,017.30
90-cc-2631	Vargas, Miguel	41.00
90-CC-2652	Faison, Mary Ann	80.00
90-CC-2654	Pesek, Irving G.	214.70
90-CC-2727	Williams, Charles W.	2,907.81
90-CC-2728	Williams, Charles W.	1,607.42
90-CC-2729	Williams, Charles W.	332.37
90-CC-2788	Oosterbaan, Gerrit	12.62
90-CC-2790	Grand Management Corp.	160.37
90-CC-2793	Chin, James & Ramona B.	446.00
90-cc-2801	Bandor, Donna L.	827.26
90-CC-2803	Bandor, Donna L.	811.46
90-cc-2804	Bandor, Donna L.	251.40
90-CC-2805	Bandor, Donna L.	210.00
90-cc-2823	Kuczaj, John J.	24.00
90-CC-2827	Miller, Dellis J. & Clara M.	69.00
90-CC-2841	Moy, Helen	31.00

PRISONERS AND INMATES MISSING PROPERTY CLAIMS

FY 1990

The following list of cases consists of claims brought by prisoners and inmates of State correctional facilities against the State to recover the value of certain items of personal property of which they were allegedly possessed while incarcerated, but which were allegedly lost while the State was in possession thereof or for which the State was allegedly otherwise responsible. Consistent with the cases involving the same subject matter appearing in full in previous Court of Claims Reports, these claims were all decided based upon the theories of bailments, conversion, or negligence. Because of the volume, length, and general similarity of the opinions, the full texts of the opinions were not published, except for those claims which may have some precedential value.

87-CC-0029	Bowen, Everett	$103.80
87-CC-1752	Taylor, Daniel Keith	844.67
87-CC-3294	Hailu, Elias	144.20
87-CC-4121	Taylor, Dan	25.00
88-CC-2660	Knox, Milan	30.00
89-CC-0546	McFarland, Anthony	3.27
89-CC-0774	Sanchez, Angelo	90.00
89-CC-0849	McNeil, William	735.00
89-CC-2094	Serrano, Juan	1,050.00

STATE EMPLOYEES' BACK SALARY CASES

FY 1990

Where as a result of lapsed appropriation, miscalculation of overtime or vacation pay, service increase, or reinstatement following resignation, and so on, a State employee becomes entitled to back pay, the Court will enter an award for the amount due, 'and order the Comptroller to pay that sum, less amounts withheld properly for taxes and other necessary contributions, to the Claimant.

90-CC-1258 Johnson, Lawrence E. $177.21

REFUND CASES

FY 1990

The majority of the claims listed below arise from overpayments of license plate fees by senior citizens who are or were eligible for circuit breaker discounts by the Office of the Secretary of State. The remaining refunds are for overcharges or overpayments by or to various State agencies.

	Chapman, John J.	24.00
	Kirksy, E.R.	24.00
89-CC-0382	McCormick, Karin	24.00
89-CC-0519	Wolberg, Sally	24.00
89-CC-0520	Londos, George	24.00
89-CC-0643	Jenkins, Patricia A.	24.00
89-CC-0769	Silkwood, William C.,	24.00
89-CC-0773	Ohrn, Opal	24.00
89-CC-0799	Cudahy, Hubert W.	24.00
89-CC-0810	Schaffenberger, Adolph A.	24.00
89-CC-0818	Haffner, Eileen	24.00
89-CC-0905	Hurst, Margaret F.	24.00
89-CC-0906	Niebrugge, Harold	24.00
89-CC-0907	Sherrill, Amizetta	21.00
89-CC-0926	McDonald, Mary E.	24.00
89-CC-0931	Pickens, Joe	24.00
89-CC-0932	Alderson, Lois	24.00
89-CC-0933	Hermanson, Daniel K.	24.00
89-CC-0935	Liedtke, Grace M.	24.00
89-CC-0936	Witters, Edith W.	24.00
89-CC-0957	Bustos, Norma F.	24.00
89-CC-0958	Douglas, Florence J.	24.00
89-CC-0959	Waalkes, Grace C.	24.00
89-CC-0965	Eades, Ernest D.	24.00
89-CC-0967	Wasik, Susan M.	24.00
89-CC-0997	Dziura, Casimir J.	24.00
89-CC-1082	Rogers, Mary O.	24.00
89-CC-1083	Watret, Grace	24.00
89-CC-1084	Franck, Frederick W.	24.00

89-CC-1085	Stokes, Paul R.	24.00
89-CC-1093	Bunnell, Marian	24.00
89-CC-1115	Wojda, Henry F.	24.00
89-CC-1192	Hannan, Richard A.	48.00
89-CC-1215	Nixon, Dorothy L.	24.00
89-CC-1310	McClure, Frank	48.00
89-CC-1435	Fink, Terry R.	550.00
89-CC-2053	Kemp, Bonnie	24.00
89-CC-2430	Kinderland, Abbie L.	24.00
89-CC-2471	Yarbrough, Darold	24.00
89-CC-2532	Mayfield, Richard	24.00
89-CC-2554	Turner, Marion	24.00
89-CC-2555	Peterson, Harry L., Jr.	24.00
89-CC-2578	Falletta, Vincent F.	24.00
89-CC-2591	Amburg, Dorothy C.	24.00
89-CC-2598	Jamroz, John A.	30.00
89-CC-2610	Eyman, Zola	24.00
89-CC-2644	Lanfear, Charles F.	30.00
89-CC-2683	Lojeski, Ruth C.	24.00
89-CC-2684	Searnavack, Josephine	24.00
89-CC-2698	Heeren, Harold H.	48.00
89-CC-2727	Hudson, Edna I.	24.00
89-CC-2755	Perez, Javier P.	30.00
89-CC-2756	Evans, Helen R.	24.00
89-CC-2785	Nelson, Kaye E.	24.00
89-CC-2928	Feldmar, Dorothy	48.00
89-CC-2963	Rosecrans, Robert G.	60.00
89-CC-3023	Wheeler, William C., III	60.00
89-CC-3032	Oakley, Charles	24.00
89-CC-3050	Engle, Robert E.	60.00
89-CC-3051	Reiss, Pamela R.	30.00
89-CC-3069	Frazier, William J.	48.00
89-CC-3082	Scott, Phyllis J.	48.00
89-CC-3083	Denney, Nina M.	24.00
89-CC-3123	**Conti,** Frank J.	30.00
89-CC-3146	Speilmann, John W.	30.00
89-CC-3147	Monahan, James L.	30.00
89-CC-3156	Gibson, Mary D.	30.00
89-CC-3161	Spann, Alvin	24.00
89-CC-3166	Cook, Ralph L.	30.00
89-CC-3179	Hambrick, Alfred D.	60.00

89-CC-3190	Murphy, Daniel	60.00
89-CC-3268	Davis, Terry W.	60.00
89-CC-3274	Shamet, James M.	30.00
89-CC-3290	Arnold, Grace S.	24.00
89-CC-3291	Toussaint, Leon P.	24.00
89-CC-3295	Lawson, Tiny E.	24.00
89-CC-3304	Hecht, Adele	24.00
89-CC-3312	Ferconio, Rhonda	30.00
89-CC-3315	Lynch, Florence M.	24.00
89-CC-3327	Swanson, Raynold A.	48.00
89-CC-3343	Kaebel, Gertrude M.	24.00
89-CC-3363	Kemper, Genevieve M.	24.00
89-CC-3392	Miller, Beulah I.	24.00
89-CC-3393	Lubienicki, Helen T.	24.00
89-CC-3402	Mucci, Anne	24.00
89-CC-3405	Wood, Raymond A.	1,665.40
89-CC-3419	Kearby, Bonnie	24.00
89-CC-3427	Bryant, William B.	24.00
89-CC-3475	Stanek, William E.	60.00
89-CC-3476	Zickafoose, Harold Roy	24.00
89-CC-3499	Nero, Amalia M.	30.00
89-CC-3511	Spencer, Larry N.	48.00
89-CC-3516	Durbin, Karen S.	60.00
89-CC-3534	Willett, Maurine M.	24.00
89-CC-3599	Chilberg, Doris L.	24.00
89-CC-3600	Schauffel, Ellsworth	24.00
89-CC-3626	Roethemeyer, Olga A.	24.00
89-CC-3632	Johnson, James A.	60.00
89-CC-3634	Kim, Chung H.	48.00
89-CC-3645	Harris, Dorothy M.	24.00
89-CC-3676	Grabowski, Robert S.	30.00
89-CC-3675	Gee, Brian Charles	48.00
89-CC-3676	Skutt, Elsie A.	24.00
89-CC-3688	Goodin, John	24.00
89-CC-3712	Barnes, Douglas J.	24.00
89-CC-3718	Huffman, Lonebelle M.	24.00
89-CC-3719	Madeja, Anna M.	24.00
89-CC-3739	Arends, Donald G.	30.00
89-CC-3743	Morawa, Walter	60.00
89-CC-3751	McCormick, Howard P.	22.00
89-CC-3752	Baumann, Franklin	24.00

89-CC-3753	Moran, Adail M.	24.00
89-CC-3754	Dryden, Dorothy Anne	24.00
89-CC-3788	Mallady, Edna	24.00
89-CC-3811	Groves, Johnny W.	60.00
89-CC-3812	Stafford, Grayce V.	24.00
89-CC-3813	Hoos, Frances	24.00
89-CC-3834	Christenson, Thomas A.	30.00
89-CC-3835	Grover, Hazel B.	24.00
89-CC-3836	Marlow, Irene	24.00
90-CC-0015	Forrest, Evelyn	30.00
90-CC-0032	Kelson, John B.	30.00
90-CC-0037	Reichman, Maureen	24.00
90-CC-0041	Wilson, G. Scott	60.00
90-CC-0048	Kolm, Karl W.	15.00
90-CC-0057	Edgar, Betty M.	24.00
90-CC-0078	Mathis, Randy	15.00
90-cc-0111	Johnson, Dorothy W.	24.00
90-CC-0112	Summers, Berniece	24.00
90-CC-0114	Farahani, Hadi	30.00
90-CC-0115	Kodie, Ina L.	30.00
90-CC-0116	Little, Homer R.	24.00
90-CC-0131	Kirchner, Nathan	60.00
90-cc-0133	Rivera, Diega	24.00
90-CC-0152	Oltman, Martha V.	24.00
90-CC-0180	Bower, Clara I.	24.00
90-CC-0208	Lee, Bessie I.	24.00
90-cc-0250	Ward, Joseph A.	60.00
90-CC-0267	Terhark, Henry	24.00
90-CC-0271	Bruell, Helen	24.00
90-cc-0289	Risley, Mary H.	24.00
90-CC-0320	Pruim, Frederick J.	30.00
90-CC-0321	Seeberg, Helen	24.00
90-CC-0327	Cripe, Anthony C.	30.00
90-cc-0334	Panbor Industrial Supply	192.00
90-cc-0338	Santa Fe Terminal Services, Inc.	2,280.00
90-cc-0350	Ary, Bernice Dorothy	24.00
90-cc-0351	Radziewicz, Eleanore	24.00
90-cc-0352	Zanzoza, Daniel T. & Julia M.	24.00
90-CC-0376	Walker, Brettes	58.00
90-CC-0377	Gordon, Jeanine N.	48.00
90-CC-0388	R D Management Corp.	6,548.57

90-CC-0389	R D Management Corp.	2,942.85
90-CC-0390	R D Management Corp.	2,797.43
90-CC-0409	Petray, Kenneth C.	48.00
90-CC-0576	Dal Santo, Nathan	15.00
90-CC-0581	Tibbs, Carlos E.	30.00
90-CC-0588	Raleigh, Robert W., Jr.	15.00
90-CC-0605	Connor, Brian	30.00
90-CC-0613	Hunter, Owen	30.00
90-CC-0615	Hubbs, Donald W.	30.00
90-CC-0618	Chasteen, Jack	30.00
90-CC-0620	Boucek, Dennis C.	30.00
90-CC-0625	Camelin, Arthur B., Jr.	30.00
90-CC-0636	Thiltgen, Gary M.	15.00
90-CC-0637	Tate, Charles Anthony	'30.00
90-CC-0638	Whalen, John P.	30.00
90-CC-0639	Hanyszkiewicz, Zbigniew	30.00
90-cc-0640	Parker, Christopher W.	30.00
90-CC-0648	Ford, Jerry	30.00
90-cc-0649	Felske, Curtis	30.00
90-CC-0654	Gingerich, Robert D.	30.00
90-CC-0655	Robinson, Terry	30.00
90-CC-0670	Nolan, James H., II	30.00
90-CC-0671	Schultz, Walter E.	15.00
90-CC-0675	Golab, Stephen M.	30.00
90-CC-0690	Anfinson, Marty	30.00
90-CC-0691	Winslow, Jon E.	15.00
90-CC-0692	Robertson, Paul E.	30.00
90-CC-0693	Dixon, Audrey	30.00
90-CC-0694	Lampkin, Willie, Jr.	30.00
90-CC-0695	Pyszka, Michael R.	30.00
90-CC-0696	Gonzalez, Jose	15.00
90-CC-0721	MacKenzie, David W.	30.00
90-CC-0728	Jay, Grace	24.00
90-CC-0729	Engram, David	15.00
90-CC-0732	Rosario, Benjamin	15.00
90-CC-0733	Gierszewski, Harry S.	15.00
90-CC-0738	Jones, Kirk R.	90.00
90-CC-0740	Dragulski, Helen J.	24.00
90-CC-0756	**O'Connor,** Mike	30.00
90-CC-0757	Murphy, Shawn	30.00
90-CC-0758	Horn, Robert R.	15.00

90-CC-0781	Carter, Lonnie	15.00
90-CC-0782	Ande, Aileen	24.00
90-CC-0803	Davoodzadeh, Johnson M.	30.00
90-CC-0804	Sims, Shawn	30.00
90-CC-0820	Garrett, Harold W.	24.00
90-CC-0822	Georgiev, Gospodin	***24.00***
90-CC-0844	Nunez, Raul	15.00
90-CC-0849	Pafco Truck Bodies, Inc.	98.00
90-CC-0858	McGrath, Robert J.	30.00
90-CC-0861	King, Robert E.	30.00
90-CC-0880	Kozan, Michael **A.**	30.00
90-CC-0883	Palomo, Joseph	30.00
90-cc-0909	Wylie, George E.	24.00
90-CC-0913	Hargett, William R.	30.00
90-CC-0942	Consolidated Freightways Corp. of Delaware	662.20
90-CC-0863	Tosti, Karen Ann	30.00
90-CC-0965	Lee, Chung Kil	30.00
90-CC-0966	**Nelson, David M.**	60.00
90-CC-0968	Rabiansky, Anna	24.00
90-CC-0984	Moravec, Russell J.	30.00
90-CC-0985	Lewis, Taylor **A.**	**30.00**
90-cc-0992	Dooley, Tracy S.	30.00
90-CC-**1003**	Conroy, Margaret L.	***24.00***
90-CC-1041	Ferris, Ted	15.00
90-CC-1086	Fish, Michael E.	15.00
90-cc-1094	Martin, Craig	15.00
90-CC-1095	Bast, Carl **H.**	30.00
90-cc-1099	Katolick, Edward D.	30.00
90-cc-1101	Tippend, William C.	60.00
90-CC-1108	Wilson, Frances	24.00
90-cc-1109	Thompson, Albert	24.00
90-CC-1110	Tholen, Francis A.	24.00
90-cc-1124	Marburger, Steven **P.**	30.00
90-CC-1149	Chappell, Jimmie L.	24.00
90-cc-1242	Winner, Mary	24.00
90-CC-1256	Havlick, John F.	30.00
90-CC-1257	Trombino, William	30.00
90-CC-1272	Gerke, Christopher	30.00
90-cc-1350	Ramas, Jose, Jr.	15.00
90-CC-1356	Swenney, Charles R.	60.00

90-CC-1378	Brand, Robert E.	30.00
90-CC-1398	Neitzel, Cora C.	24.00
90-CC-1401	Swanson, Donald F.	30.00
90-CC-1405	Mammei, Darmentine J.	24.00
90-CC-1458	Oliver, Albert C.	30.00
90-CC-1491	Ponder, Donald	15.00
90-CC-1492	Pearce, Thomas D.	30.00
90-CC-1493	McCann, William T.	24.00
90-CC-1531	Giovenco, Joseph	30.00
90-CC-1540	Origuela, Abel	30.00
90-CC-1555	Murphy, Brian E.	30.00
90-CC-1642	Casford, Orville E.	24.00
90-CC-1643	Binley, Claire R.	24.00
90-CC-1680	Strough, Helen	24.00
90-CC-1682	Trone, June E.	48.00
90-CC-1687	Ambrose, James J.	30.00
90-CC-1721	Trone, Omer J.	24.00
90-CC-1723	Settles, Evanne	24.00
90-CC-1724	Julich, Debbie	24.00
90-CC-1725	Pawlisz, Eugene G.	48.00
90-CC-1726	Shannon, James P.	30.00
90-CC-1734	DeWerff, Terri A.	24.00
90-CC-1748	Williams, Dwight W.	30.00
90-CC-1772	Cox, Douglas L.	30.00
90-CC-1775	Wience, Philomena	24.00
90-CC-1796	Block, John G.	24.00
90-CC-1817	Sourjohn, Silk	24.00
90-CC-1831	Reynolds, John W.	30.00
90-CC-1844	Notardonato, Peter L.	30.00
90-CC-1846	Poss, Marie S.	24.00
90-CC-1847	Dortch, McArthur	24.00
90-CC-1854	Waggoner, Velma	24.00
90-CC-1862	Travelstead, William R.	24.00
90-CC-1863	Turner, Jeffery L.	30.00
90-CC-1873	Reeves, Bryant W.	30.00
90-CC-1889	Redmond, Richard	48.00
90-CC-1890	Kholian, Charles L.	30.00
90-CC-1900	Barton, Gladys	24.00
90-CC-1956	Staehling, John	30.00
90-CC-1977	Rhea, David W.; Exr. of Estate of E.L. Rhea, Jr.	48.00

90-CC-2088	Rummler, Johanna C.	48.00
90-CC-2015	Palenik, James J.	24.00
90-CC-2161	Mulcahy, Gerard J.	60.00
90-CC-2198	Smith, Frances M.	24.00
90-cc-2200	Crook, William H.	48.00
90-CC-2243	Sandoval, Lidia	30.00
90-cc-2263	Beach, Henry L.	48.00
90-CC-2267	Attreau, Thomas W.	30.00
90-CC-2358	Tri County Disposal	1,356.00
90-CC-2372	Pesic, Milos	30.00
90-cc-2434	Satterfield, Michael L.	60.00
90-CC-2619	Slater, Thomas R., Jr.	30.00
90-CC-2622	Sullivan, Eloise	48.00
90-CC-2630	Hood, Milton	30.00
90-CC-2634	Powell, Peter D.	60.00
90-CC-2649	Ward, Thomas	60.00
90-CC-2670	Marple, William C.	60.00
90-CC-2702	Holland, Robert G.	48.00
90-cc-2811	Tellor, Tony L.	60.00

MEDICAL VENDOR CLAIMS
FY 1990

The decisions listed below involve claims filed by vendors seeking compensation for medical services rendered to persons eligible for medical assistance under programs administered by the Illinois Department of Public Aid.

87-CC-3724	Lincoln, Sarah Bush, Health Center	$ 69.00
88-CC-3125	Franciscan Medical Center	1,602.45
89-CC-0490	Bennett, Maisha	535.00
89-CC-2599	Illinois, University of, Hospital	6,828.00
89-CC-2656	Professional Adjustment Bureau; Agent for Dr. M.L. Mehra	29.75
90-CC-1576	Rehab Products & Services	2,436.13

CRIME VICTIMS COMPENSATION ACT

Where person is victim of violent crime as defined in the Act; has suffered pecuniary loss **of** $200.00 or more; notified and cooperated fully with law enforcement officials immediately after the crime; the victim and the assailant were not related and sharing the same household; the injury was not substantially attributable to the victim's wrongful act or substantial provocation; and his claim was filed in the Court of Claims within one year **of** the date of injury, compensation is payable under the Act.

OPINIONS PUBLISHED IN FULL FY 1990

(No. Unassigned—Claim denied.)

In re APPLICATION **OF JOHN** M. GERACHTY

Opinion filed Nouember **28, 1989.**

JOHN M. GERAGHTY, ***pro se,*** for Claimant.

NEIL F. HARTIGAN, Attorney General **(DANIEL** BRENNAN, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*limitations* on *filing* claim. Pursuant to the Crime Victims Compensation Act, a notice of an intent to file a claim must be filed within six months of the crime and the claim must be filed within one year of the crime, but the Court of Claims may extend the time for filing the notice of intent to file a claim for a period not exceeding one year.

SAME—purpose *of* Crime Victims Compensation *Act.* The Crime Victims Compensation Act is intended to aid and assist crime victims under certain circumstances to receive compensation to help pay for the damage they sustained, but the rules and procedures applicable to such claims must be followed before the Court of Claims can award benefits.

SAME—*petition* to extend time for filing *claim denied.* Where the Claimant filed a notice of intent to file a claim under the Crime Victims

Compensation Act in a timely manner, but failed to file a timely claim, and then sought an extension of the time to file a claim some 28 months after the date of the crime, the Court of Claims denied Claimant's request, since the rules and procedures applicable to claims under the Act must be followed, and the Act allows only an extension of one year beyond the filing of the notice of intent, or a total period of 18 months from the date of the crime.

SOMMER, J.

On July 21, 1988, this Court entered an order denying the Claimant's request to extend the time to file a claim pursuant to the Crime Victims Compensation Act. Ill. Rev. Stat. 1987, ch. 70, par. 71 et *seq.*

The crime occurred on December 23, 1985, while the petition to extend was filed on May 17, 1988. The Crime Victims Compensation Act states that notice of a claim must be filed within six months of the crime and the claim must be filed within one year of the crime. (Ill. Rev. Stat. 1987, ch. 70, par. 76.1(a).) The same section states that the Court "may extend the time for filing the notice of intent to file a claim and application for a period not exceeding one year."

In this matter, a notice was filed in time but no claim was filed. Approximately 28 months after the date of the crime, a petition to extend the time for filing was submitted to this Court. This Court's original order denied the petition for extension on the grounds that the Crime Victims Compensation Act allows an extension of one year beyond the filing of the notice, or a total period of 18 months from the date of the crime.

The Claimant requested a hearing on the order of denial, and such was held on June 7, 1989, and, additionally, on July 7, 1989. The Claimant represented himself and defended his failure to file his application within the time limits stated by the Act by his assertion that an investigator of the Attorney General's office told

him not to file until after the completion of his Workers' Compensation Act claim arising from 'thesame incident. The Attorney General's office testified that it was not their policy to give such advice.

This Court has discussed the issue of late filing in a claim entitled ***In re Application*** of ***Linda Hutcheson*** (1985), **37** Ill. Ct. Cl. **491,492-93.**

"The Crime Victims Compensation Act was enactedby the legislature to aid and assist crime victims under certain circumstances to receive compensation to help pay for the damage they sustained. The legislature also provided the rules under which proceedings must be had to claim the benefit. The legislature further provided that the hearing agency in crimes of this nature was the Court of Claims. The Court of Claims is bound by the acts of the legislature and all procedures set forth by the legislature must be followed by the Court before benefits can be awarded.

o o o

Claimant, having failed to abide by the rules provided in the Crime Victims Compensation Act, is not entitled to an award o o o.

We see no reason that the logic **of *Hutcheson*** does not apply to this claim. It is therefore ordered that this Court's order of July 21, 1988, is reaffirmed and the Claimant's petition is denied.

(No. 87-CV-0124—Claim denied.)

In re **APPLICATION OF JOHN LAVORINI**

Order filed October ***11,1989.***.

KIELIAN & WALTHER, for Claimant.

NEIL F. HARTIGAN, Attorney General (**JAMES MAHER**, Assistant Attorney General, **of** counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*Act is* secondary source *of* compensation, The Crime Victims Compensation Act provides only a secondary source of compensation for a crime victim, and recoveries from various sources are required to be deducted from awards made under the

Act, while a lien is established on any possible recoveries from the perpetrator, since the Act is intended to aid innocent victims of crime where aid is forthcoming from no other source.

SAME—motion *for waiver or reduction of* lien denied. The Claimant's motion to have the State waive or reduce its lien on his recovery from a judgment against his assailant so that he could have some funds over and above his medical bills was denied, notwithstanding the fact that the Claimant's insurer had reduced its lien by one-half, since the State's waiver or reduction of its lien would have the effect of making an award where one was previously made, and such a deviation from the scheme of the Crime Victims Compensation Act would lack authorization under the Act.

SOMMER, J.

This cause coming to be heard on the Claimant's motion for waiver or reduction of lien, due notice having been given and this Court being fully advised in the premises, finds that on December 1, 1986, the Claimant was awarded by this Court the amount of $1,144 under the Crime Victims Compensation Act. (Ill. Rev. Stat. 1987, ch. 70, par. 71 *et seq.*) The Claimant also received $2,652.80 from a private insurer. The Claimant had medical bills of approximately $3,700 with some possible future expenditures. The Claimant also has been awarded a judgment of $7,460 against his assailant. Of this judgment, $3,200 has been paid. The insurer has reduced its lien by one-half, and the Claimant asks that the State do likewise or give up its lien altogether so that the Claimant might have some funds over and above his medical bills.

Section 10.1(g) of the Crime Victims Compensation Act states that "* * * compensation under this act is a secondary source of compensation * * *." (Ill. Rev. Stat., ch. 70, par. 80.1.) Under this Act, recoveries from various sources are required to be deducted from awards under the Act, while a lien is established on any possible recoveries from the perpetrator.

In summary, the purpose of the Act is to aid

innocent victims of crime in stated ways where aid is forthcoming from no other source. When aid is forthcoming from another source, the taxpayers have no statutory obligation to the victim. **In** the present claim, a waiver or reduction of the lien would, in effect, make an award where one has been previously made from another source, as the award made in the circuit court against the perpetrator would have compensated the total damages. Such a deviation from the scheme of the Act would require statutory authorization. As there is no statutory authorization to waive or reduce liens, this Court has no power to do so. Therefore it is ordered that the motion of the Claimant for waiver .or reduction of liens is denied.

(No. 89-CV-0968—Claim denied.)

In re APPLICATION OF ROSIA FORT

Opinion filed January 19, 1990.

ROSIA FORT, ***pro se***, for Claimant.

NEIL F. HARTIGAN, Attorney General (DANIEL BRENNAN and JAMES MAHER, Assistant Attorneys General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ***Am—conduct of uictim may preclude recovery.*** The Crime Victims Compensation Act provides that an award under the Act is to be reduced according to the extent to which the victim may have directly or indirectly contributed to the injury or death of the victim.

SAME—victim ***fatally shot—narcotics found on body—conduct contributed to death—claim denied.*** The Court of Claims denied a claim arising from the fatal shooting of the Claimant's nephew based on uncontradicted information that the shooting occurred in an area known for narcotics trafficking and that packets of narcotics were discovered on the deceased's body, notwithstanding the Claimant's contention that the deceased was not involved in drug trafficking and that the narcotics were

planted by the assailant, since witnesses interviewed by the police indicated the deceased's conduct contributed to his death, and the Claimant failed to present any contrary evidence.

BURKE, J

This cause coming to be heard upon the report of the Commissioner, after hearing before said Commissioner and this Court being fully advised in the premises.

This claim arises out of an incident that occurred on December **4, 1988.** Rosia Fort, aunt of the deceased victim, seeks compensation pursuant to the provisions of the Crime Victims Compensation Act, hereinafter referred to as the Act **(Ill.** Rev. Stat. **1985,** ch. **70,** par. **71** ***et seq.***). This matter is before the Court on a rehearing after Claimant's claim was denied.

The aforesaid order denying the claim was based upon information contained in the investigatory report of the Attorney General's office and the police report, which disclosed that the victim had **18** packets of illegal narcotics in his possession at the time of the shooting, which were found on his body. The police had interviewed tenants in the building at **5041** South Federal Street, in Chicago, where the shooting occurred and no one could contribute any information as to the cause of the shooting. However, the aforesaid building and the surrounding area appear to be continuously involved in narcotics trafficking and this Court determined that the victim's conduct contributed to **his** death. No other conclusion may be reached under the circumstances and the information contained in the police report.

In view of the aforesaid circumstances, possession of **18** packets **of** narcotics found on the person of the victim, and the reputation of the building as to previous

similar incidents, all of which strongly point to narcotics activities in the area and victim's involvement in same, this Court denied the claim, relying on the provisions of section 10.1(d) of the Act, which provides:

"an award shall be reduced according to the extent to which * * * conduct of **the victim may have directly or indirectly contributed to the injury or death** of **the victim."** Ill. **Rev. Stat. 1985, ch. 70, par.** 80.1(d).

The Claimant denies that the decedent was involved in drug trafficking and contends that the **18** packets of narcotics were planted on his person by the unknown assailant, which contentions are entirely unsubstantiated. The Claimant was advised of statements of witnesses who were interviewed by the police and the information disclosed by them at the time of the shooting, indicating that the conduct of the victim contributed to his death. However, the identity of said **witnesses** interviewed by the police was not disclosed to Claimant, but Claimant was advised and furnished with a subpoena form which she could file with the police department for production of their files on the incident.

At this hearing, Claimant was granted the opportunity to furnish witnesses which would have any knowledge of the incident involved and possibly offer any evidence contrary to'the findings hereinabove described and as of that date, Claimant cannot furnish any such evidence.

Wherefore, having been offered no evidence by Claimant contrary to the record herein, which supports the conclusion that the victim's conduct contributed to his death, as previously determined by this Court, this claim is denied.

(No. 90-CV-0198—Claimant awarded $3,000.00.)

In re APPLICATION OF LOURDENE E. JOHNSON

Order filed July 28,1989.

Opinion filed March 27,1990.

LOURDENE E. JOHNSON, ***pro* se,** for Claimant.

NEIL F. HARTIGAN, Attorney General (JAMES MAHER, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION Am—limitations on filing claim. Pursuant to the Crime Victims Compensation Act, a notice of an intent to file a claim must be filed within six months of the crime and the claim must be filed within one year of the crime, but the Court of Claims may extend the time for filing the notice of intent to file a claim for a period not exceeding one year.

SAME—*file-date* stamp on notice of intent unclear—petition to extend time for filing application granted. In proceedings on a claim based on the death of the Claimant's son as the result of a reckless homicide, the Claimant's petition to extend the time for filing an application was granted, even though no notice of intent or petition was filed within six months of the date of the crime, since the record showed that the victim survived longer than that, and the illegible nature of the file-date stamp on the notice the Claimant gave to the Office of the Attorney General precluded a determination of whether the notice was provided within the 18-month period from the date of the incident the Court of Claims was authorized to allow for the filing, and therefore the Court held the notice was filed within the period in which the Court was authorized to grant an extension.

SAME—funeral and burial expenses—maximum recovery. The maximum award which can be made under the Crime Victims Compensation Act for funeral and burial expenses is $3,000.

SAME—reckless homicide—award for funeral and burial expenses granted. Where the Claimant complied with all of the pertinent provisions of the Crime Victims Compensation Act and had received no reimbursements that could be counted as an applicable deduction under the Act, the Claimant was granted the maximum award for the funeral and burial expenses incurred as a result of the death of her son due to a reckless homicide.

ORDER

PATCHETT, J.

This cause comes on to be heard on the petition of Lourdene Johnson for an extension of time to file documents to claim compensation under the Crime

Victims Compensation Act (Ill. Rev. Stat., ch. 70, par. 71 *et seq.),* hereinafter referred to as the Act. Due notice of the filing of the petition has been given, no objection has been filed, and the Court, being advised, finds as follows:

Pursuant to section 6.1 of the Act, a person seeking compensation must file a notice' of intent to seek compensation with the Office of the Attorney General within six months of the occurrence. (Ill. Rev. Stat., ch. 70, par. 76.1.) An application must be filed with the Court of Claims within one year of the date of the occurrence. The Court may extend each deadline for a period not to exceed one year.

In the petition at bar, the incident was said to have occurred on August **29, 1987. The victim** died on September **22,** 1988. A notice of intent was filed thereafter. Funeral and burial expenses are sought. The petitioner is the mother of the victim. The victim was **21** years old on the **day** of the incident. **As** an explanation for late filing, the petitioner stated her time had been consumed with seeking medical care for her son.

It **is** apparent that neither the notice of intent nor the petition was filed within six months of the date of the incident. The decedent survived longer than that. What is not clear is the date that the petitioner gave the notice to the Office of the Attorney General. This Court is authorized to extend the time for providing the notice for a period not to exceed 18 months from the date of the incident. The file-stamp date of the Office of the Attorney General is totally illegible. We are unable to read whether or not the notice was provided within 18 months of the incident.

We hold, under such circumstances where we are

unable to read the file-stamp date, that the notice has been filed within the period in which we are authorized to grant an extension.

It is hereby ordered that the petition at bar be, and hereby is, granted; it is further ordered that the petitioner file an application within 60 days of the date of this order.

OPINION

Poch, J.

This claim arises out of an incident that occurred on August **29, 1987.** Lourdene **E.** Johnson, mother of the deceased victim, John Michael Johnson, seeks compensation pursuant to the provisions of the Crime Victims Compensation Act, hereafter referred to as the Act (Ill. Rev. Stat. **1987,** ch. **70,** par. **71** ***et seq.***).

This Court has carefully considered the application for benefits submitted on August **7, 1989,** on the form prescribed by the Attorney General, and an investigatory report of the Attorney General of Illinois which substantiates matters set forth in the application. Based upon these documents and other evidence submitted to the Court, the Court finds:

1. That the Claimant's deceased son, John Michael Johnson, age **21,** was a victim of a violent crime as defined in section 2(c) of the Act, to wit: reckless homicide **(Ill.** Rev. Stat. **1987,** ch. **38,** par. **9—3).** The victim was injured on August **27,1987,** and expired from his injuries on September **22,1988.**

2. That the crime occurred in Orland Park, Illinois, **and all** of the eligibility requirements of section **6.1** of the Act have been met.

3. That the Claimant seeks compensation for funeral and burial expenses.

4. That the Claimant incurred funeral and burial expenses in the amount of **$5,726.52,** all of which has been paid. Pursuant to section 2(h) of the Act, funeral and burial expenses are compensable to a maximum amount of $3,000.

5. That the Claimant has received no reimbursements that can be counted as an applicable deduction under section 10.1(e) of the Act.

6. That the Claimant, Lourdene E. Johnson, has filed a civil action, Johnson ***v. Galvin***, No. **87** L **24761,** in the circuit court of Cook County, Illinois, as a result of the incident. The Claimant, by informing the Attorney General's office of her pending civil suit, has acknowledged her responsibility to further notify the Attorney General of the final disposition of the civil action, pursuant to section 17 of the Act.

7. That the Claimant has complied with pertinent provisions of the Act and qualifies for compensation thereunder.

It is hereby ordered that the sum of three thousand dollars ($3,000.00) be and is hereby awarded to Lourdene E. Johnson, mother of John Michael Johnson, an innocent victim of a violent crime.

CRIME VICTIMS COMPENSATION ACT
OPINIONS NOT PUBLISHED IN FULL

FY 1990

80-CV-0395	Webster, Henry	$ 5,281.14
82-CV-0267	Lara, Leobardo	Dismissed
82-CV-0528	Worker, Darrell L.	15,000.00
82-CV-0582	Schweitzer, Daniel J.	15,000.00
83-CV-0326	Reed, DeLola & Barnes, Mable	Reconsidered Dismissal
83-CV-0591	Cooper, Margarette Mosby	Reconsidered Dismissal
83-CV-0647	Moseley, Benjamin	11,583.48
83-CV-1013	Menchaca, Kelly A.	515.00
83-CV-1166	Duncan, George	Dismissed
84-CV-0009	Hadley, Donald J., Jr.	Dismissed
84-cv-0100	Quezada, Victor M.	Denied
84-CV-0197	Baker, Barbara J.	Denied
84-CV-0203	Blair, Patricia	7,243.75
84-CV-0208	Lopez, Francisco Javier	Dismissed
84-CV-0234	Price, Louise	Dismissed
84-CV-0264	King, George F.	Dismissed
84-CV-0290	Vohs, John	1,550.00
84-CV-0365	Boyd, William	Dismissed
84-CV-0384	Schmidt, Christine Cheryl	Dismissed
84-CV-0399	Maculan, Rosie	Denied
84-CV-0400	Orsby, Willie James	Denied
84-CV-0427	Ugbaja, Sylvanus	2,288.63
84-CV-0444	Navarro, Martin	595.00
84-CV-0481	Wade, Rosita & Wade, Clifton P.	Denied
84-CV-0486	Abraham, Carol; For Sharon Motton	Dismissed
84-cv-0521	Carter, Ed	19.90
84-CV-0543	Mattison, Timothy J.	Denied
84-CV-0569	Martinez, Arturo	Denied
84-CV-0593	Turturillo, Anthony	Dismissed
84-CV-0608	Orphanos, Haralambos	Denied
84-CV-0648	Williams, Neal	Denied
84-CV-0666	Colquitt, Rosa S.	15,000.00
84-CV-0667	Copeland, Jessal	Reconsidered Dismissal
84-CV-0752	Pujol, John William	Dismissed
84-CV-0772	Pizzino, Valerie Lynn	Dismissed

84-CV-0826	Prichett, J.D.	Reconsidered Denial
84-CV-0857	Dunston, Barbara	Dismissed
84-CV-0887	Adams, Ella R.	Dismissed
84-CV-0916	Weaver, Bill	Dismissed
84-CV-0917	Weaver, Kimberly	Dismissed
84-CV-0998	Gavin, Rosalie	1,843.00
84-CV-1021	McCollum, Rosemary & McCollum, Lucindy	15,000.00
84-CV-1028	Shelby, Annie L.	Dismissed
84-CV-1053	Capps, Kathy Lee	Denied
84-CV-1085	Burse, William L.	Denied
84-CV-1103	Birbilis, George	Dismissed
84-CV-1105	Kilcoyne, Brenda	Denied
84-CV-1106	Kilcoyne, Brenda	Denied
84-CV-1128	Nuehring, Diane	Reconsidered Dismissal
84-CV-1155	Arzuaga, Benigno, Jr.	Dismissed
84-CV-1156	Burash, Daniel R.	Denied
84-CV-1214	Ramos, Roberto	Denied
84-CV-1241	Williams, Robert F.	1,613.62
84-CV-1254	Neal, George L.	Dismissed
84-CV-1283	Drainer, Daniel L.	Denied
84-CV-1294	Thomas, Jon	Denied
85-CV-0029	Weldy, Kevin E.	Dismissed
85-CV-0032	Jenkins, James	Dismissed
85-cv-0036	Dantzer, John H.	Dismissed
85-cv-0060	McLean, Barbara	Dismissed
85-CV-0082	Boudrie, Helen	Denied
85-CV-0088	Odette, Edna Linda	1,042.30
85-CV-0104	Piek, Betty (Morse)	Denied
85-CV-0106	Ashford, Bernice	Denied
85-CV-0121	Rosalez, Miguel, Jr.	Dismissed
85-CV-0138	Lacyniak, Joseph E.	3,726.47
85-CV-0149	Price, William E.	Dismissed
85-CV-0177	Peatry, Derrick	Dismissed
85-CV-0184	Miotke, Terrace S.	1,412.48
85-CV-0208	Velasco, Marcial	Denied
85-CV-0213	Parker, Sherene K.	Dismissed
85-CV-0224	Minnis, Alferra	Dismissed
85-CV-0227	Rozentals, Hilda	Dismissed
85-CV-0247	Barker, Richard E.	Dismissed
85-cv-0259	Wilson, Birdie J.	Dismissed

85-CV-0272	Rodgers, Dan C.	Dismissed
85-CV-0275	Benton, Anthony J.	Denied
85-CV-0281	Jenkins, Hattie	Denied
85-cv-0296	Kickstein, George	Dismissed
85-CV-0303	Barber, James E.	Dismissed
85-CV-0308	Schaffnit, James Kenneth	268.85
85-CV-0324	Drane, Elsie L.	Dismissed
85-CV-0366	Tidwell, Travis	Denied
85-cv-0372	Garner, Ralph W.	Reconsidered Dismissal
85-CV-0398	Cook-Bey, Debra	Dismissed
85-CV-0405	Donahue, Lora L.	Dismissed
85-cv-0412	Tchoryk, Michal	Dismissed
85-CV-0416	Wilson, James	Dismissed
85-CV-0428	Kranicke, Christian N.	Dismissed
85-CC-0441	Bujnowski, John C.	Dismissed
85-cv-0479	Moore, George	Dismissed
85-CV-0501	Wilson, James Anthony	Dismissed
85-CV-0509	Pinkerton, Jacqueline	1,741.25
85-CV-0511	Swan, Claudia	Reconsidered Dismissal
85-CV-0533	Ward, Robert	Denied
85-CV-0536	Wiley, Charles, Jr.	15,666.80
85-CV-0544	Pilles, Tyler	Dismissed
85-CV-0577	Murray, Kendall C.	Dismissed
85-CV-0599	Kot, Henry K.	Dismissed
85-cv-0604	Reyes, Francisco	Dismissed
85-CV-0670	Trevino, Gerardo Humberto	132.88
85-CV-0671	Dones, Jaime	Reconsidered Dismissal
85-CV-0694	Jayne, Anita M.	Dismissed
85-CV-0732	Salgado, Guillermo	Denied
85-CV-0752	Daneshgari, Khosrow	Dismissed
85-CV-0756	Drake, Odell	Dismissed
85-CV-0773	Winder, Laneer	Dismissed
85-CV-0813	Williams, Sheila P.	Dismissed
85-CV-0816	Williams, Gregory	Dismissed
85-CV-0819	Brandt, Harry J., Jr.	Dismissed
85-CV-0824	Edwards, Gwendolyn Joyce & Edwards, Anthony	Dismissed
85-CV-0838	Mathieu, James L.	Dismissed
85-CV-0847	Stacy, Rebecca	Dismissed
85-CV-0852	Donlinger, Betty A.	Denied
85-CV-0856	Reed, Harold	Denied

85-CV-0906	Riley, Ray	Dismissed
85-CV-0914	Weisberg, Gerald G.	Dismissed
85-CV-0918	Diamantopoulos, Diane	Dismissed
85-CV-0924	Masocorro, Maria Del Rocio	Denied
85-CV-0953	Reynolds, Roy	Dismissed
85-CV-0957	Cochran, Angelita	Dismissed
85-CV-0960	Harvey, Barry C.	Dismissed
85-CV-0966	Duncan, Georgia	Dismissed
85-CV-0971	Luttrell, Leslie G.	Dismissed
85-CV-0978	Rojas, Fernando	Dismissed
85-CV-0980	Jones, Bernard	Dismissed
85-CV-0981	Judkins, Shermane	Dismissed
85-CV-1000	Eisman, Franklin	Denied
85-CV-1001	Corwin, Michael S.	Denied
85-CV-1010	Meredith, John F., III	Dismissed
85-CV-1014	Muhdi, Muaman	15,000.00
85-CV-1017	Shinault, William W.	Denied
85-CV-1018	Woods, Micky	Dismissed
85-CV-1019	Jamroz, Stanislaw	Dismissed
85-CV-1021	Tchoryk, Michal	Dismissed
85-CV-1040	Zinter, Kyle T.	Dismissed
85-CV-1064	Caradine, Mark	Dismissed
85-CV-1077	Young, Linda & Young, Debra	Reconsidered Dismissal
85-CV-1093	Carter, Gene	Dismissed
85-CV-1094	Cerven, Anna	Dismissed
85-CV-1115	Correa, Denny	Dismissed
85-CV-1118	McGee, Frederick	Dismissed
85-CV-1121	Weber, Donna J.	Dismissed
85-CV-1122	Kasiorek, Robert J.	Denied
85-CV-1128	Holloway, L.T.	Dismissed
85-CV-1141	Hong, Soon Young	Dismissed
85-CV-1143	Williams, Ivory Jean	Dismissed
85-CV-1160	Minor, Ronald C.	Dismissed
85-CV-1173	Mangual, Carol	Dismissed
85-CV-1179	Adams, Michael Jerome	Dismissed
85-CV-1195	Brown, Dennis M.	Dismissed
85-CV-1201	Givens, Terry L.	Reconsidered Dismissal
85-CV-1207	Parker, Perry E.	15,000.00
85-CV-1227	Perona, Jeanne	Dismissed
85-CV-1241	Richard, Brian K.	Denied
85-CV-1245	Cowden, Ronald J.	Denied

85-CV-1248	Janowski, Roman	Dismissed
85-cv-1264	Jackson, Edwin S.	Dismissed
85-CV-1265	Miller, Izola B.	15,000.00
85-CV-1277	Purtell, Richard S.	Dismissed
85-CV-1292	Tittle, Larry	Denied
86-CV-0016	Miller, Charles Donald	Denied
86-CV-0026	Bobak, Maria	Denied
86-CV-0028	Estanislao, Elias	Reconsidered Dismissal
86-CV-0043	Perkins, Johnson, Jr.	Denied
86-CV-0045	Vavra, Frank E.	Dismissed
86-CV-0046	Fontanez, Teresa	Dismissed
86-CV-0063	Muhdi, Muaman	Dismissed
86-CV-0069	Carlson, Robert	Reconsidered Dismissal
86-CV-0075	Salas, Lorenzo	Dismissed
86-CV-0080	Tamburino, Angeline	Dismissed
86-CV-0086	Wilson, Grant C.	Dismissed
86-CV-0100	Roulo, Mary L.	Dismissed
86-CV-0105	Perez, Jaime	Dismissed
86-CV-0121	Singleton, M.C.	Reconsidered Denial
86-CV-0155	Mitchell, Hazel O.	140.00
86-CV-0159	Robinson, Linda Love	Dismissed
86-CV-0166	Mascarenas, Josefina B.	Dismissed
86-CV-0169	Vorman, Cheryl	Dismissed
86-CV-0173	Murphy, Mazie	Dismissed
86-CV-0181	Munoz, Luis	Denied
86-CV-0183	Obaseki, John	Dismissed
86-CV-0184	Popisil, Anthony	Dismissed
86-CV-0189	Caraballo, Pura	Denied
86-CV-0206	Keenev, Diane M.	15,000.00
86-CV-0219	Sichak, Edward T. a/k/a Ted Edwards	Denied
86-CV-0245	Wilkerson, Annie L.	Denied
86-CV-0251	Sanchez, Sergio	Dismissed
86-cv-0281	Myers, Michael	.Dismissed
86-CV-0288	Ingram, Zina	200.00
86-CV-0298	Diaz, Jose C.	Dismissed
86-CV-0321	Shephard, Jess C.	Dismissed
86-CV-0323	Davis, Patricia & Leake, Deborah	15,000.00
86-cv-0336	Phillips, Steven	Dismissed
86-CV-0337	Robinson, Katie M.; Bruce, Matilda; &Jones, Doretha	2,000.00
86-CV-0338	Diaz, Jose C.	Dismissed

86-CV-0343	Glasson, James W.	Dismissed
86-CV-0359	Bronstein, Jay B.	Dismissed
86-CV-0370	Short, Stephanie	Dismissed
86-CV-0380	Harris, Tyrone	661.82
86-CV-0411	Rush, Malcom Benard	Dismissed
86-CV-0430	Lindquist, Clifford	Reconsidered Dismissal
86-CV-0521	Heinze, Thomas Edward	Reconsidered Denial
86-CV-0567	Brown, Margo	Denied
86-CV-0580	Podskalny, Stanislaw	Dismissed
86-CV-0602	Burton, Ethellene	Denied
86-CV-0614	Levey, Faye S.	520.05
86-CV-0700	Carter, Emmanuel	15,000.00
86-CV-0705	Sanchez, Joseph B.	15,000.00
86-CV-0710	Mukes, Sharon	Denied
86-CV-0745	Thatch, Perry	Denied
86-CV-0805	Abuzir, Yusuf	15,000.00
86-CV-0846	Leffman, Bertha	1,380.71
86-CV-0923	Unverzagt, Gerald F.	15,000.00
86-CV-0938	Pielet, Marsha Lynn	10,689.36
86-CV-1081	Dixon, Barbara A.	10,858.86
86-CV-1098	Metoyer, Anne	151.80
86-CV-1121	Carrera, Saul M.	6,278.92
86-CV-1126	Spitzley, Nancy	4,806.93
86-cv-1194	Blan, James	Denied
86-CV-1199	Shoengood, Janet Lynn	Denied
86-CV-1207	Watkins, Robert J.	6,359.47
86-CV-1213	Showers, Kathy J.	168.30
86-CV-1238	McGhee, Harry, Jr.	Reconsidered Dismissal
86-CV-1277	Flowers, Charles	Denied
86-CV-1347	O'Donnell, John	2,000.00
86-CV-1362	Nieves, Raquel A.	950.00
87-CV-0018	Garbacz, Janina	Reconsidered Dismissal
87-CV-0026	Mazzinetti, Gene	Reconsidered Dismissal
87-CV-0028	Rompasky, Charlene	Reconsidered Dismissal
87-CV-0030	Dyer, Sandra Kaye	100.65
87-CV-0134	Riley, Craig D.	482.77
87-CV-0161	Cantlow, Larry	10,218.77
87-CV-0165	Sims, Larry G.	Denied
87-CV-0190	Hardin, Denise Marie	354.00
87-CV-0196	Gogian, Anita J.	Denied
87-CV-0213	Weatherspoon, Kenneth	Denied

87-CV-0248	Skinner, Mark T.	174.08
87-CV-0252	Hinrichs, Anthony E.	15,000.00
87-CV-0260	Bianchi, Peter P.	Reconsidered Dismissal
87-CV-0293	Maeweather, Michael E.	1,062.10
87-CV-0334	Hammerberg, Oscar D.	15,000.00
87-CV-0370	Thatch, Kathleen	Dismissed
87-CV-0382	Bell, Roberta A. Downes	4,600.00
87-CV-0384	Burns, Rufus, Sr.	11,581.45
87-CV-0398	Stevens, Joseph A.	25,000.00
87-CV-0426	Randall, George	Denied
87-cv-0445	Roeser, Christine A.	2,390.00
87-CV-0457	Hjertstedt, Dean	Denied
87-CV-0466	Rosas, Manuel	Denied
87-CV-0477	Thrash, Markell	7,405.45
87-CV-0483	Murphy, Victoria J.	52.00
87-CV-0500	Kaspar, John Wayne	2,000.00
87-CV-0532	Holland, Deen E.	Denied
87-CV-0574	Westphal, Joseph C.	Denied
87-CV-0594	Bass, Lillian	236.50
87-CV-0611	Collins, Denise	203.00
87-CV-0614	Mims, Bernard Perry	Denied
87-CV-0622	LeFlore, Vanessa	Denied
87-CV-0671	Oruwariye, Alfred	6,056.51
87-CV-0703	Randolph, Alfred Lopez	Denied
87-CV-0709	Garcia, Hector	Denied
87-CV-0726	Marovich, Helen	Denied
87-CV-0741	McCulloch, James G.	677.97
87-CV-0757	Gallup, Carole	Denied
87-CV-0773	Lewis, Patricia	321.81
87-CV-0778	McCaleb, Corbett	2,587.65
87-CV-0788	Foster, Thelma	Denied
87-CV-0789	Hoard, Rozeal W.	Denied
87-CV-0808	Higginbotham, Anne F.	3,250.00
87-CV-0836	McNair, Louis C.	73.30
87-CV-0837	Maya, Carmen Nunez	Denied
87-CV-0856	Zwettler, Stephen J.	406.74
87-CV-0864	Watson, Rosie	Denied
87-CV-0866	Winkelhake, Robert	Reconsidered Dismissal
87-CV-0891	Washington, Vera	Denied
87-CV-0906	McKenzie, Edward	Denied
87-CV-0913	Stark, Rose	190.75

87-CV-0918	Cox, Linda L.	1,237.00
87-CV-0919	Dalto, Alyce M.	Denied
87-CV-0931	Lindsey, Betty	1,924.92
87-CV-0964	Lewis, Tommie	Dismissed
87-CV-0972	Bey, Solomon C.	Denied
87-CV-0977	Johnson, Sandra R.	Denied
87-CV-0978	Lawrence, Idella	13,181.38
87-CV-0980	Nurani, Zeenat	15,000.00
87-CV-0986	Johnson, Henry	1,482.01
87-CV-0991	Bailey, Earl	Denied
87-CV-0996	Winburn, Byron K.	15,000.00
87-CV-0998	Albrecht, Richard	Denied
87-CV-1004	Dillon, Hattie M.	Denied
87-CV-1010	Bertram, Carolyn	Denied
87-CV-1019	Lomas, Raymond	1,521.93
87-CV-1023	Shearer, Sally	25,000.00
87-CV-1028	Blueitt, Janice V.	Denied
87-Cy-1029	Cole, Darlene	Denied
87-CV-1038	Bailey, **Theodore**	Denied
87-CV-1040	Downs, Kathleen C.	2,000.00
87-CV-1045	Jones, Dedrick	2,136.68
87-CV-1049	Dame, Nancy R.	Denied
87-CV-1050	Mesa, Armando	7,212.40
87-CV-1066	Buckley, Janice Marie	Denied
87-CV-1072	Springer, Dawne Michelle	4,640.09
87-CV-1092	Crosby, Crystal Renee	Denied
87-CV-1100	McShane, Earl P.	Denied
87-CV-1111	Prater, Eric	Denied
87-CV-1131	Maze, Tamara N.	Denied
87-CV-1132	Nuehring, James	10,622.55
87-CV-1146	Holmes, Arnest	Denied
87-CV-1161	Wise, Vicki Sue	551.04
87-CV-1167	Thomas, James A.	Denied
87-CV-1169	Ferek, Mary	2,000.00
87-CV-1175	Goral, Robert L.	Denied
87-CV-1182	Rice, Evelyn	Denied
87-CV-1199	Papakyriakos, George	450.39
87-CV-1206	Marynowski, Stella	744.25
87-CV-1217	Wolfert, Cheryl	Denied
87-CV-1224	Northrup, Cindy	Denied
87-CV-1230	Durant, Brian E.	3,989.04

87-CV-1236	Watson, James	Denied
87-CV-1242	Haywood, Lamark	Denied
87-CV-1246	Matthews, Annie L.	2,000.00
87-CV-1253	Grzegorczyk, Stanislaw	9,784.16
87-CV-1268	Hall, Marc A.	Denied
87-CV-1276	Rad, Massoud Fassihi	Reconsidered Dismissal
87-CV-1278	Marinez, Rodolfo	Denied
87-CV-1279	Navarro, Vincent J.	Denied
87-CV-1281	Slattery, Giles B.	Denied
87-CV-1284	Travis, Anthony	Denied
87-CV-1288	Sanchez, Michael	Denied
87-CV-1290	Sims, Jannice	1,257.56
87-CV-1305	Highton, Gerry	Denied
87-CV-1318	Seagraves, Norman W.	21,616.67
87-CV-1330	Gaitor, George	Denied
87-CV-1335	Howard, Angelita	2,000.00
87-CV-1352	Dennison, Robert Michael	Denied
87-CV-1365	Gamer, William J.	Denied
87-CV-1368	Bryja, Sharon	Denied
87-CV-1374	Velasquez, Luis	Denied
87-CV-1394	Blair, Mark W.	Denied
87-CV-1405	Miller, Rockie	Denied
87-CV-1406	Nathaniel, Catherine	Denied
87-CV-1407	Jay, Patrice O'Mera	4,695.88
87-CV-1409	Young, Victoria L.	25,000.00
87-CV-1410	Black, Robert	13,217.24
87-CV-1411	Hopkins, George F., II	Denied
87-CV-1422	Pugsley, Dale A.	4,796.77
87-CV-1433	Melchor, Javier	Denied
88-CV-0001	Beaty, Brelinda J.	25,000.00
88-CV-0019	Thiel, Kenneth	301.50
88-CV-0032	Kiemel, James A.	7,854.11
88-cv-0037	Reitz, Kenneth	Denied
88-CV-0055	McKinney, Andrew	2,000.00
88-CV-0056	Taylor, Danny M., Sr.	2,007.50
88-cv-0066	Ward, Joyce M.	3,233.96
88-CV-0076	Lowery, Jimmie	237,39
88-CV-0082	Bauer, Darryl R.	7,033.33
88-cv-0096	Tash, John J.	1,060.09
88-cv-0104	Rockford, Jerry P.	923.25
88-CV-0107	Waldy, Helen C.	216.47

88-cv-0119	Ratz, Thomas Patrick	Dismissed
88-cv-0124	Bland, David	2,000.00
88-CV-0127	Dillon, Dallas	25,000.00
88-CV-0154	Thomas, Jacqueline E.	Denied
88-CV-0160	Rotoloni, Thomas	1,339.35
88-CV-0171	Cooper, Minnie	25,000.00
88-CV-0175	Rutherford, Paul	3,070.08
88-CV-0202	Rzany, Norene	1,393.00
88-CV-0235	Hattery, Angela Jean	1,425.64
88-CV-0263	Fisher, Sandra	2,000.00
88-CV-0286	Killackey, James J.	19,408.40
88-cv-0290	Matthews, Shelten E.	1,500.00
88-CV-0292	Somerville, Marcella	Denied
88-CV-0299	Ferraro, Joseph	Denied
88-CV-0310	Reno, Diane Marie	19,409.10
88-CV-0311	Russell, Tonia R.	172.04
88-CV-0314	Talarico, Antonio	165.00
88-CV-0318	Abbott, Lois M.	379.83
88-CV-0329	DeBerry, Charles L.	Denied
88-CV-0337	Roscetti, John & Lora	2,000.00
88-CV-0338	Simon, Rosemarie M.	Denied
88-CV-0341	Tomaszewski, Ted	Denied
88-CV-0343	Williams, Vincent	Denied
88-CV-0347	Barcal, Juliann	395.00
88-CV-0348	Brand, Margaret Ann	1,174.50
88-CV-0350	Chisholm, Jo Anes	1,675.09
88-CV-0357	Little, Elvin, Jr.	[illegible]
88-CV-0382	Washington, Renee L.	2,150.25
88-CV-0384	Williams, Essie M.	Dismissed
88-CV-0391	Arnold, Judith	2,000.00
88-CV-0406	Ford, Arnold	535.86
88-cv-0411	Hardy, Stephanie	Denied
88-CV-0413	Herr, Janice D.	Dismissed
88-CV-0414	Herr, Janice D.	Dismissed
88-CV-0416	Jack, David J.	6,796.68
88-cv-0418	Merz, Herman	316.10
88-cv-0424	Winder, Rosemarie	1,233.28
88-CV-0425	Gaidica, Hilda	305.57
88-CV-0429	Levak, Dolores E.	Dismissed
88-CV-0431	Jackson, Odell, III	Denied
88-CV-0434	Mercado, Lillian	2,000.00

88-CV-0441	Peterzen, Jane B.	25,000.00
88-CV-0442	Potaczek, Mary	338.40
88-CV-0443	Potaczek, Rose	275.00
88-CV-0444	Potok, Maria	Dismissed
88-CV-0450	Sabbe, Robert	Denied
88-CV-0452	Soldan, Edgar	84.00
88-CV-0457	Wallace, Willie	1,060.00
88-CV-0458	Weinberg, Sylvia	Reconsidered Dismissal
88-CV-0462	Wolverton, Margaret L.	421.99
88-CV-0473	Kats, Kristopher	Denied
88-CV-0482	Thur, David H.	701.09
88-CV-0484	Winbush, Stephen John	Dismissed
88-CV-0491	Bryant, Wayne T.	1,130.00
88-CV-0492	Fredericks, Nancy	Denied
88-CV-0494	Grosh, Gerald J.	Denied
88-CV-0495	Heer, Raymond	338.24
88-CV-0497	Jordan, Daisy B.	2,000.00
88-CV-0508	Tricarico, Robert & Lilah; Executors of the Estate of Lorr	25,000.00
88-CV-0509	Upton, Michael C.	4,017.56
88-CV-0511	Wilboum, John Lee, Sr.	Denied
88-CV-0512	Wilboum, John Lee, Sr.	Denied
88-CV-0513	Wilboum, John Lee, Sr.	2,285.,00
88-CV-0514	Wilboum, John Lee, Sr.	Denied
88-CV-0515	Wilboum, John Lee, Sr.	2,150.00
88-CV-0517	Kossman, Annette Wright	9,374.69
88-CV-0521	Glozier, James	1,649.00
88-CV-0535	Ward, Darline D.	2,000.00
88-CV-0536	Willstein, Angela	1,596.57
88-CV-0546	Cole, Michael S.	1,265.08
88-CV-0560	Jackson, Jeanette	1,526.16
88-CV-0563	Kane, Walter F.	5,730.06
88-CV-0566	Nyberg, Agda	38.16
88-CV-0569	Butler, Christopher	Denied
88-CV-0575	Hall, Robin G.	Denied
88-CV-0576	Harris, James, Jr.	1,925.00
88-CV-0584	Montalvo, Genevieve	3,000.00
88-CV-0588	Rivera, Delia & Rivera, Carmen	2,000.00
88-CV-0592	Watkins, Ophelia	2,000.00
88-CV-0594	Welch, Derrick	170.45
88-CV-0595	Williams, Carlisa	736.70

88-CV-0599	Carter, Woodrow W.	4,130.95
88-CV-0609	Lamb, Alexandra F. & Karian, Joan	2,000.00
88-CV-0626	Collins, Marilyn	2,000.00
88-CV-0631	Klein, Gerald E.	Denied
88-CV-0637	Rodriguez, Gregorio	Reconsidered Denial
88-CV-0642	Terry, Bernard	Denied
88-CV-0650	Mulley, Terri	14,058.70
88-CV-0651	Perez, Carmen	2,408.00
88-CV-0652	Price, Jerry	98.50
88-CV-0655	Walker, Clifford C.	2,000.00
88-CV-0657	Brandon, Carolyn	25,000.00
88-CV-0661	Davis, Susiana	1,413.06
88-CV-0662	Dobrzycki, Danuta	150.18
88-CV-0663	Dobrzycki, Mark	145.18
88-CV-0674	Wilboum, John Lee, Sr.	Denied
88-CV-0675	Wilbourn, john Lee, Sr.	Denied
88-CV-0691	Brown, David L.	Reconsidered Dismissal
88-CV-0704	Barber, Louise A.	Denied
88-CV-0707	Fey, Richard B.	2,000.00
88-CV-0714	McDonald, Kevin	Reconsidered Denial
88-CV-0741	Rohan, Timothy	10,498.60
88-CV-0746	Siqueira, Wanda 1.	2,000.00
88-CV-0760	Marshall, Jean	877.25
88-CV-0790	Pinturich, Thomas L.	1,240.80
88-CV-0800	Carney, Ada Ruth	Denied
88-CV-0807	Cooper, Rosetta	Denied
88-CV-0818	Kuehl, Corrine H.	272.72
88-CV-0822	Maris, Jim	3,734.82
88-CV-0824	Martinez, Maria	1,510.98
88-CV-0834	Harris, Flora L.	11,050.45
88-CV-0837	Powell, Shaun C.	1,334.00
88-CV-0839	Puckett, James	2,173.50
88-CV-0840	Rasmussen, Florence	2,000.00
88-CV-0842	Rodriguez, Israel	1,799.20
88-CV-0851	Munoz, Vicente	10,542.93
88-CV-0854	Sperka, Renee	Denied
88-CV-0857	Wyckoff, Sandra & Wilkinson, Edgar L.	1,166.56
88-CV-0878	Simon, Jo Ann	Denied
88-CV-0879	Skworch, Michael	Reconsidered Dismissal
88-CV-0893	Katselis, Kiriaki	25,000.00
88-CV-0896	Padilla, Diana	25,000.00

88-CV-0897	Stamper, Denise E. & Chatham, Mabel	1,660.00
88-CV-0902	Hanna, Linnear	6,931.97
88-CV-0903	Reyes, Jose	Denied
88-cv-0910	Wills, Queen Esther	475.00
88-CV-0916	Cyrier-Colloton, Julie B.	2,755.00
88-CV-0922	Whitaker, Juanita	2,611.90
88-CV-0924	Cawley, Mary L.	Denied
88-CV-0928	McKinley, Yolanda	314.73
88-CV-0937	Arrington, Syrennie L.	93.70
88-CV-0948	Jones, Faye Allison	7,126.81
88-CV-0952	Sorensen, Dolores D.	1,150.00
88-CV-0956	Abdulla, Meher	5,099.73
88-CV-0965	Hall, Ivry L.	Denied
88-CV-0972	Miller, Robert L.	2,634.13
88-CV-0978	Wilkins, Ronald M.	Denied
88-CV-0982	Carlson, Steven	214.28
88-cv-0991	Woods, Joan'	524.77
88-CV-0993	Hill, Christine	2,360.00
88-CV-0997	Randle, Sandra	9,733.48
88-CV-1000	Spence, Duane A.	Denied
88-cv-1009	Philbin, Mickey	5,145.38
88-CV-1012	Anderson, Gerald	Dismissed
88-CV-1018	Eldridge, M. Blythe	483.72
88-cv-1019	Esparza, Rebecca L.	25,000.00
88-CV-1043	Wilson, Eleanor K.	Denied
88-CV-1045	Allen, Donna & Hagenbuch, Treva	2,760.35
88-CV-1058	Ojerinola, Kingsley	Denied
88-CV-1076	Devoe, William C.	3,832.78
88-CV-1077	Dlawich, Jerome	78.28
88-CV-1078	Gates, Sandra K.	339.88
88-CV-1096	Esparza, Rebecca L.	Denied
88-CV-1098	Harris, Willie J.	2,000.00
88-CV-1106	Tucker, John Andrew	1,459.38
88-CV-1107	Williams, Curtis Lamar	Denied
88-CV-1114	Frausto, Sylvia	2,587.55
88-CV-1115	Hillsman, Ernestine	205.00
88-cv-1121	Witkowski, Pearl M.	646.30
88-cv-1122	Zimmerman, Deborah J.	Denied
88-CV-1127	Julowski, Gussie F.	287.40
88-cv-1133	Walker, Tyrone	2,000.00

89-CV-0004	Colon, Luis F.	1,735.73
89-CV-0005	Davis, Canda L.	282.40
89-CV-0006	Garelli, Christopher	630.00
89-CV-0007	Garner, Margarette	2,000.00
89-CV-0023	Sculliuffo, Debbie	1,000.00
89-CV-0026	Solano, Andrew	25,000.00
89-CV-0028	Chyo-Trice, Connie	7,449.02
89-CV-0030	Wells, Vincent Edward	143.04
89-CV-0037	Harvey, Nancy	632.50
89-CV-0042	Odio, Coralia	Dismissed
89-CV-0043	Ortiz, Yolanda	Denied
89-CV-0046	Stafford, Sheila	Denied
89-CV-0050	Davis, Canda L.	312.75
89-CV-0052	Forbesh, Jennie M.	Denied
89-CV-0054	Jackson, James R.	7,939.10
89-CV-0057	Martin, Leda Catherine	Dismissed
89-CV-0058	Mojarro, Maria	25,000.00
89-CV-0061	Chamberlain, Vanita	1,035.00
89-CV-0064	Lopez, Sussy	Denied
89-CV-0068	Stewart, Ruby J.	3,086.09
89-CV-0069	Stute, Karl F.	Dismissed
89-CV-0070	Travis, Wilmer	Denied
89-CV-0071	Williams, Alberteen	Denied
89-CV-0073	Barksdale, Adele	Denied
89-CV-0074	Molezzi, James	8,323.64
89-CV-0081	Jones, Willie F., Jr.	Denied
89-CV-0083	Miller, Kevin L.	Denied
89-CV-0085	Saunders, Angenett	Denied
89-CV-0086	Sharp, Betty J.	Dismissed
89-CV-0095	Guge, William M., Jr.	Dismissed
89-CV-0096	Jaglowicz, Gretchen	1,183.00
89-CV-0101	Rhodes, Eric	357.88
89-CV-0102	Smith, Rosa	3,330.24
89-CV-0103	Walter, Judy Anne	370.00
89-CV-0105	Dandridge, Thelma	Denied
89-CV-0110	Sage, Stephen J.	Denied
89-CV-0112	Torres, Aurea & Torres, Francisco	3,000.00
89-CV-0118	Gamble, Cynthia L.	6,743.00
89-CV-0123	Vorkapic, Carol	Denied
89-CV-0124	Williams, Keith A.	Denied
89-CV-0125	Bensyl, Janice E.	Denied

89-CV-0324	Miley, Richard D.	3,000.00
89-CV-0327	Price, Annie	Dismissed
89-CV-0329	Rust, John A.	Dismissed
89-CV-0334	Strickland, Tim	2,795.74
89-CV-0336	Tingle, David A.	771.00
89-CV-0337	Ware, Annie Dell	2,726.00
89-CV-0338	Williams, Daisy	Denied
89-cv-0341	Ballinger, Charlotte	3,000.00
89-CV-0357	Tatum, Ruth E.	1,309.70
89-CV-0365	Gomillia, Ernestine	890.50
89-CV-0368	Helton, Stephen	Denied
89-CV-0369	Torres, Petra	1,104.55
89-CV-0372	Kirby, Barbara	Dismissed
89-CV-0374	LaRosa, Marilyn A.	127.50
89-CV-0375	McCommons, Scott Gregory	190.35
89-CV-0377	Patterson, Estella	Denied
89-CV-0379	Perriman, DeEsco H.	Denied
89-cv-0380	Pye, Callie M.	Denied
89-CV-0383	Rogers, Beatrice	1,531.00
89-CV-0384	Schrader, Ruth	635.80
89-CV-0385	Shern, Irene	Denied
89-CV-0388	Teague, Hurley & Jordan, Anne	2,000.00
89-CV-0391	Washington, Mildred	605.00
89-CV-0392	Wilson, Louise	239.80
89-CV-0393	Winder, Rose Marie	1,233.28
89-CV-0399	Hill, Janis Lynn	8,341.05
89-CV-0407	Sery, Howard	975.34
89-CV-0409	Becker, Marilyn J.	251.96
89-cv-0410	Burke, Yvonne	86.00
89-cv-0411	Cooper, Colletta	Denied
89-CV-0413	Hefner, William D.	6,398.05
89-CV-0414	Kane, Viola	1,078.90
89-CV-0417	Lowe, Mark	4,466.84
89-CV-0421	Milton, Bessie	Denied
89-CV-0422	O'Brien, Gloria	332.05
89-cv-0424	Regalado, Baltasar	2,215.00
89-cv-0426	Sweeton, Robert	Dismissed
89-CV-0427	Velasquez, Mauro	2,940.00
89-CV-0434	Box, Angie	1,490.02
89-CV-0446	Gonzalez, Anthony	3,000.00
89-CV-0447	Graig, Elizabeth	Denied

89-CV-0449	Hall, J.B.	272.70
89-CV-0450	Hansen, Gisela	463.40
89-CV-0451	Harris, Florence D.	2,778.75
89-CV-0460	Mossuto, Michael	3,000.00
89-CV-0463	Munoz, Victor	2,130.00
89-CV-0464	Nijjar, Harbhajan Kaur	25,000.00
89-CV-0465	Purcell, George E.	Denied
89-CV-0467	Piotrowski, Zofia	4,342.94
89-CV-0470	Sense, Walter H.	Denied
89-CV-0472	Thompson, Gilbert	Denied
89-CV-0474	Vavra, Lawrence J.	9,167.50
89-CV-0475	Williams, Drew & Williams, Gloria	719.72
89-CV-0479	Coleman, Ernestine	2,796.00
89-CV-0483	Holley, Kathleen	25,000.00
89-CV-0487	Kocielko, Aniela	7,998.91
89-CV-0492	Sanders, Loxie U.	1,400.00
89-CV-0494	White, Lolita	3,000.00
89-CV-0498	Durant, Brian E.	Dismissed
89-CV-0500	Fields, Geraldine	Denied
89-CV-0503	Isa, Abraham	2,000.00
89-CV-0506	Robinson, Theodore	Denied
89-CV-0510	Virus, Robert M.	266.00
89-CV-0511	Washington, Kenneth	Dismissed
89-CV-0520	Duignan, Peter A.	Denied
89-CV-0523	Flanagan, Mary E.	2,000.00
89-CV-0524	Flanagan, Mary E.	2,000.00
89-CV-0525	Grier, Katie	Denied
89-CV-0526	Garcia, Miguel	2,000.00
89-CV-0530	Mitchell, La Joe	Denied
89-CV-0531	Morrison, Sherlyn	Denied
89-CV-0537	Rodriguez, Guadalupe	Denied
89-CV-0545	Wedlake, Jennett	189.82
89-CV-0546	Williams, Myrtle Berry	Denied
89-CV-0547	Williams, Gloria J.	Dismissed
89-CV-0550	Bland, David S.	249.43
89-CV-0555	Chapman, Mable	2,541.00
89-CV-0558	Glenn, Daniel C.	Denied
89-CV-0560	Harbor, Serena Ann	Denied
89-CV-0561	Hodges, Thomas L.	Denied
89-CV-0564	Howard, Mary D.	2,904.86

89-CV-0566	Jarvis, Jacki S.	636.34
89-CV-0568	Kamionka, Barbara	1,254.75
89-CV-0569	Lake, Grenyth Coline	547.00
89-CV-0576	Polivick, Donald	1,500.00
89-CV-0577	Quinn, Edna	2,455.00
89-CV-0579	Raycraft, Angeline	937.55
89-CV-0580	Raycraft, Angeline	283.65
89-CV-0581	Raycraft, Angeline	Denied
89-CV-0582	Raycraft, Diane & Raycraft, Angeline	25,000.00
89-CV-0583	Raycraft, Diane & Raycraft, Angeline	25,000.00
89-CV-0584	Richardson, James L.	3,000.00
89-CV-0588	Slagle, Sally A.	467.21
89-CV-0590	Sutton, Inita	1,447.75
89-CV-0593	White, David W.	1,186.84
89-CV-0595	Witherspoon, Rodney A.	6,247.09
89-CV-0603	Borgerson, Benjamin T.	1,732.03
89-CV-0604	Bowman, Dora	1,470.56
89-CV-0609	Ferrell, Idella	2,500.00
89-CV-0610	Fews, Edna	Reconsidered Denial
89-CV-0614	Jones, Catonas J.	Dismissed
89-CV-0618	Moe, Audra Kaye	1,029.18
89-CV-0620	Myles, Patricia Ann	95.00
89-CV-0623	Phillips, Edith R.	243.90
89-CV-0626	Smith, Kimberly A.	4,781.69
89-CV-0631	Thompson, Mattie	Denied
89-CV-0638	Hodges, Carrie	3,000.00
89-CV-0642	Seals, Brenda	Denied
89-cv-0644	White, Delores	Denied
89-CV-0651	Peasley, Mary J.	241.94
89-CV-0654	Scott, Carlos L.	761.48
89-CV-0656	Bueno, Francisco	2,955.90
89-CV-0658	Davis, Dianne C.	1,323.10
89-CV-0665	Johnson, Margie	1,428.00
89-CV-0670	Sax, Betty	3,000.00
89-CV-0676	Jefferson, Willie M.	3,000.00
89-cv-0679	Funches, Edward E., Jr.	1,465.43
89-CV-0682	Gonzalez, Maria	172.40
89-CV-0685	Lhee, Thomas	25,000.00
89-CV-0693	Smith, Betty Jean	Denied
89-CV-0696	Golecki, Cindy	200.00
89-CV-0699	Kerr. Carlotta	510.50

89-CV-0701	Frost, Golden	375.10
89-CV-0703	Slater, Carrie	3,000.00
89-CV-0706	Campbell, Valerie & Blair, Ethel	461.40
89-CV-0712	Garcia, Edward	2,645.00
89-CV-0714	Hernandez, Omar	3,514.24
89-CV-0715	Karlin, Edith	379.25
89-CV-0718	Oji, Rebecca	996.97
89-CV-0719	O'Neill, John J.	1,128.40
89-CV-0720	Prater, Anna D.	3,000.00
89-CV-0723	Yuze, Ronald	2,258.07
89-CV-0724	Flores, Lucelia	Denied
89-CV-0728	Powell, Beverly	1,754.00
89-CV-0729	Rendon, Mary	3,000.00
89-CV-0731	Robles, Freddie	3,045.57
89-CV-0733	Weldon, James A.	825.65
89-CV-0734	Butkus, Dennis	7,880.57
89-CV-0737	England, Cynthia Marie	3,000.00
89-CV-0739	Goodman, Carolyn	Denied
89-CV-0740	Jake, Maurice D.	736.06
89-CV-0744	Rivera, Agripina	1,020.00
89-CV-0745	Stoenescu, Anna-Maria	3,000.00
89-CV-0747	Wisniewski, Clara	3,000.00
89-CV-0756	Johnson, Ruth	1,550.00
89-CV-0759	McCaleb, Luzia	1,439.33
89-CV-0762	Reed, Sudal	25,000.00
89-CV-0765	Sorg, John Peter, Jr.	886.81
89-CV-0770	Dillon, Catherine	4,639.22
89-cv-0772	Johnson, Robbie	Denied
89-CV-0778	Johnson, Edward	489.76
89-CV-0779	Keefer, Martha	121.00
89-CV-0780	Rapacz, Arthur P.	90.90
89-CV-0792	Johnson, Rogers W., Sr.	1,468.55
89-CV-0793	McPeak, Calvin J.	Denied
89-CV-0796	Myers, Carolyn D.	2,000.00
89-cv-0800	Rodriguez, Gloria	Denied
89-CV-0802	Ruiz, Raul	614.50
89-CV-0804	Sanchez, Angelberto	3,000.00
89-CV-0806	Vines, Betty J.	300.00
89-CV-0818	Herman, Antoinette	Dismissed
89-CV-0819	Jimenez, Michael	2,387.40
89-CV-0820	Kadlec, Judy M.	357.75

89-CV-0822	Kinnard, Carl J.	25,000.00
89-CV-0823	Kucera, Greg	1,044.45
89-CV-0825	Merrifield, Gail M.	570.42
89-CV-0831	Sullens, Mark	8,549.12
89-CV-0833	Villarreal, Maria	2,535.00
89-CV-0835	Williams, Jaunita	1,650.00
89-CV-0837	Smith, David O.	2,585.86
89-CV-0839	Childers, Wanda	2,800.18
89-CV-0841	Drake, Charles	Denied
89-CV-0852	Moore, Delores	3,000.00
89-CV-0854	Pietkiewicz, Mary	Denied
89-CV-0857	Spruille, Evelyn	4,414.71
89-CV-0859	Wolfson, Marvin S.	2,000.00
89-CV-0860	Bains, Eleanor	3,000.00
89-cv-0863	Newman-Endicott, Donald	2,419.80
89-CV-0864	Liang, Yan Ling	Denied
89-CV-0868	Slater, Rosie Mae	3,000.00
89-CV-0870	Thomas, Sheila	2,001.86
89-CV-0872	Andrews, Lurean	Denied
89-CV-0873	Bales, Glenda F.	2,832.65
89-CV-0875	Blatanyak, Antoinette	Dismissed
89-CV-0878	Cason, Arletta E.	3,506.34
89-CV-0879	Covarruvias, Jose	5,319.37
89-CV-0881	Finley, Gladys	2,179.00
89-CV-0883	Harris, Carlise D.	25,000.00
89-CV-0886	Howard, Virdie L.	2,733.00
89-CV-0890	McCauley, Lillie P.	Denied
89-CV-0893	Bull-Plume, Janet G.	2,990.00
89-CV-0897	Robb, Steven J.	14,589.31
89-CV-0898	Simmons, Shirley	Denied
89-CV-0903	Chairs, Layeunice	1,986.50
89-CV-0908	Matz, Kathy	743.40
89-CV-0909	Perry, Jeffrey A.	909.70
89-CV-0910	Pittard, Elizabeth	2,387.20
89-CV-0913	Schmecht, Roger C.	Denied
89-CV-0914	Seals, Kenneth	271.80
89-CV-0918	Charlan, Lorraine	195.00
89-CV-0923	Luckett, Frank, Jr.	2,605.00
89-CV-0925	Pointer, Mayola	2,374.00
89-CV-0926	Roberson, Joy	3,000.00
89-CV-0927	Roman, Areina	Denied

89-CV-0928	Saldana, Marisel	Denied
89-CV-0930	Wakulich, Catherine	3,000.00
89-CV-0945	Davis, Blake	396.70
89-CV-0949	Hughes, Janet M.H.	2,394.20
89-CV-0950	Jackson, Rosie B.	3,000.00
89-CV-0951	McMath, LaVerne	Denied
89-CV-0954	Miller, Michael Roger	Dismissed
89-CV-0957	Perdue, Maxine J.	Denied
89-CV-0963	Wilson, Terry E.	102.22
89-CV-0964	Yarborough, Alice	2,592.00
89-CV-0965	Way, Eileen P.	656.55
89-CV-0969	Hack, Colleen A.	Denied
89-CV-0980	Childs, Rosie Mae	3,000.00
89-CV-0981	Chamberlain, Paul D.	1,838.88
89-CV-0983	Boldin, Jennifer Marie	25,000.00
89-CV-0988	Lewis, Gladys	Denied
89-CV-0989	Kayser, David A.	2,441.03
89-CV-0990	Latz, Donald	595.70
89-CV-0992	Kambesis, Christ	231.95
89-CV-0994	Harderman, Lenora	3,000.00
89-CV-1000	Washington, Larry	1,670.06
89-CV-1002	Towell, David R.	Denied
89-CV-1006	Kellogg, Sharon C.	205.00
89-CV-1008	Rock, Katherine	201.12
89-CV-1009	Resnick, Fred	20,133.15
89-CV-1010	Ogundipe, Willa M.	2,798.84
89-CV-1019	Brown, Judith E.	2,204.40
89-CV-1024	Goodman, Jerry	Denied
89-CV-1032	Juengel, Jerry D.	Denied
89-CV-1036	Nemovi, Mostafa	Denied
89-CV-1037	Nevilles, Theresa	3,000.00
89-CV-1039	Partee, Rita	336.00
89-CV-1040	Piazza, Jack	2,398.52
89-CV-1042	Scivally, Michael	1,403.00
89-CV-1044	Taylor, Alfred H.	1,562.00
89-CV-1045	Thurston, Odessa	Denied
89-CV-1049	Boyd, Gwen L.	2,152.80
89-CV-1050	Dawson, Alan P.	11,748.80
89-CV-1051	Delong, Gerald	3,000.00
89-CV-1053	Hardmon, Debra L.	3,000.00
89-CV-1054	Harris, Vickie	1,960.59

89-CV-1056	Kline, Harold R.	180.00
89-CV-1057	Link, Glenda T.	881.35
89-CV-1058	Little, Kenneth	3,000.00
89-CV-1059	Martin, Judy	Denied
89-CV-1064	Riley, Cathryn	227.30
89-CV-1065	Hutchens, Craig D.	1,334.39
89-CV-1066	Russell, Annie M.	Dismissed
89-CV-1067	Sachtleben, Kathryn A.	38.48
89-CV-1070	Smith, Emma	3,000.00
89-CV-1072	Talkington, Rachele	451.58
89-CV-1074	Taylor, Mary I.	Denied
89-CV-1077	Adams, Ethel	2,547.04
89-CV-1078	Anderson, Doris R.	1,931.56
89-CV-1080	Barnes, Nettie	1,200.00
89-CV-1084	Cooper, Philbert Earl	Denied
89-CV-1088	Gizynski, Cheryl E.	612.05
89-CV-1090	Howard, William	$11,692.74
89-CV-1093	Laffery, Michael A.	1,236.43
89-CV-1094	Lewis, Gloria	7,648.15
89-CV-1095	Mahoney, Tara	Denied
89-CV-1096	Mason, Chloris & Mason, Lorraine	2,177.79
89-CV-1097	McNamara, Diane	85.51
89-CV-1099	Overend, Barbara J.	3,000.00
89-CV-1100	Rodger, James A.	3,000.00
89-CV-1103	Johnson, Steven	49.95
89-CV-1104	Stewart, Michael	1,080.00
89-CV-1105	Thorpe, Janice	Denied
89-CV-1106	Thrasher, Jeff	2,550.92
89-CV-1107	Vance, Leonard	Denied
89-CV-1112	Williams, Trueannie	3,000.00
89-CV-1115	Chapman, Jeffrey N.	1,690.00
89-CV-1118	Johnson, Kim M.	703.50
89-CV-1120	Kennedy, Joe	4,740.79
89-CV-1123	McKnight, Earl L.	Denied
89-CV-1124	Nason, Sarah	Denied
89-CV-1127	Rios, Angel	3,000.00
89-CV-1130	Washington, Eddie, Jr.	3,000.00
89-CV-1131	Young, Eddie D.	1,261.74
89-CV-1132	Young, Jo Jean	1,645.00
89-CV-1136	Crawford, Dorothy	2,147.04
89-CV-1139	Doyle, Vickie	Denied

89-CV-1140	Johnson, Terry	Denied
89-CV-1142	Jordan, Richard L., Jr.	17,371.80
89-CV-1143	Mims, Lula M.	3,000.00
89-CV-1145	Spencer, Romney C.	6,021.53
89-CV-1147	Szybkowski, Anthony M.	471.87
89-CV-1157	Fularczyk, Sally Ann	3,982.45
89-CV-1160	Hayes, Becky J.	411.00
89-CV-1161	Johnson, George, A.S.C.	2,663.36
89-CV-1162	Kabot, Glenn A.	Denied
89-CV-1167	Moss, Ollie M.	Denied
89-CV-1170	Profit, Tessie	Denied
89-CV-1172	Reams, Darlene & Bernsteen, Brenda M.	Denied
89-CV-1173	Rodriguez, Beatrice	703.90
89-CV-1175	Sabbini, Rita	3,000.00
89-CV-1176	Shorter, Willie Mae	25,000.00
89-CV-1177	Smith, Wendy R.	2,979.24
89-CV-1178	Taylor, Rosalind	3,000.00
89-CV-1179	Diedrich, D. Thomas	3,000.00
89-CV-1181	Valentin, Andre	Denied
89-CV-1183	Yi, Tu Sae	16,419.03
89-CV-1188	Bradley, Margaret	40.00
89-CV-1189	Brown, Catherine	65.00
89-CV-1195	Jasinski, Edward	547.02
89-CV-1197	Kloc, Ann P.	4,167.55
89-CV-1199	McElroy, Tom	609.00
89-CV-1200	McKavitt, Nissa R.	446.30
89-CV-1201	Miller, James A.	Denied
89-CV-1205	Pittman, Carl	1,463.75
89-CV-1207	Riste, James L.	3,000.00
89-CV-1209	Sanders, Tracy Lynn	235.00
89-CV-1211	Trossman, Don C.	1,940.00
89-CV-1223	Dizillo, John P.	Denied
89-CV-1226	Garner, Carol Sue	Denied
89-CV-1229	Johnson, Emma Lee	1,020.00
89-CV-1232	Kristofferson, Cherie D.	900.35
89-CV-1233	Logan, Olivia J.	Denied
89-CV-1236	McClanahan, Gary	2,856.00
89-CV-1237	Moon, Karen M.	5,023.16
89-CV-1238	Mosely, Louise	Denied
89-CV-1240	Nicholson, Hazel Lee	3,000.00
89-CV-1242	Parker, Jeffrey L.	473.89

89-CV-1244	Poole, Mary E.	Denied
89-CV-1247	Kennedy, Emma	5,333.18
89-CV-1248	Sanderlin, Arlie	262.92
89-CV-1251	Warloski, Johanna	9,142.83
89-CV-1253	Wills, Mary Jo Anne	3,354.31
89-CV-1256	Zeibert, Rosemary	25,000.00
89-CV-1257	Accetturo, April	Denied
89-CV-1259	Alexander, Michelle	3,000.00
89-CV-1261	Banach, Joseph J.	16,828.85
89-CV-1267	Gayles, Willianne	Denied
89-CV-1268	Gayton, David Lee, Sr.	Denied
89-CV-1269	Hernandez, Roger K., Jr.	1,525.13
89-CV-1272	Lewis, Pamela	1,344.25
89-CV-1273	Lewis, Sally Wagner	2,864.65
89-CV-1281	Viverette, Bernadine	Denied
89-CV-1288	Adams, Ruth	2,828.03
89-CV-1291	Chmielewski, Robert	3,000.00
89-CV-1300	Green, Katie J.	2,374.00
89-CV-1301	Gustafson, Marguerite	314.22
89-CV-1302	Hoelscher, Mildred E.	731.06
89-CV-1305	Joseph, Barbara	Denied
89-CV-1308	Murray, Cary	713.07
89-CV-1310	Pagan, Patricia	777.78
89-CV-1320	Stevenson, Elizabeth R.	401.18
89-CV-1329	Gasic, Albert	1,200.00
89-CV-1331	Hahn, Cynthia Rae	547.74
89-CV-1334	Lias, Richard E.	5,713.32
89-CV-1336	McGrew, Francis Joseph	2,809.00
89-CV-1337	Meadows, Gertrude	3,000.00
89-CV-1340	Terrell, Jeannine M.	181.80
89-CV-1342	Ulanowicz, Stanley A.	Denied
89-CV-1348	Chavez, Jose	5,071.01
89-CV-1349	Cosmos, Sam	4,933.75
89-CV-1352	Grey, Nathaniel C.	107.00
89-CV-1353	Hedge, Harry	1,068.15
89-CV-1354	Johnson, Sandra	332.00
89-CV-1355	Lotzgesell, Denise M.	3,071.63
89-CV-1356	Martinez, Aurea	2,827.40
89-CV-1357	Mayer, Frank J.	3,000.00
89-CV-1358	Moravek, Wilma Gergitz	227.25
89-CV-1361	Papanekolaou, Sandra	Dismissed

89-CV-1362	Patton, Caroline	25,000.00
89-CV-1364	Saling, Edith	337.45
89-CV-1367	Tooley, Vanessa	Denied
89-CV-1368	Vaitkus, Mary	3,000.00
89-CV-1370	Baymon, Doris	1,700.00
89-CV-1372	Diaz, Robert, Jr.	260.00
89-CV-1374	Frank, Vicki L.	794.69
89-CV-1380	Pettis, William D.	3,081.44
89-CV-1384	Velez, Luis G.	820.19
89-CV-1386	Zaimi, M.R.	267.00
89-CV-1392	Green, John F.	2,700.00
89-CV-1393	Hines, Nora L.	3,000.00
89-CV-1397	McHerron, Charlotte	Denied
89-CV-1399	O'Callaghan, Thomas E.	3,000.00
89-CV-1403	Streets, Linda	Denied
89-CV-1405	Thomas, Rosie Lee	25,000.00
89-CV-1406	Thurston, Odessa	Dismissed
89-CV-1408	Washington, C.W.	Denied
89-cv-1409	Adams, Alvin L.	5,002.50
89-CV-1423	McBride, Virginia	2,749.00
89-CV-1426	Rogers, Debra A.	Denied
89-CV-1428	Roberts, Steven	Denied
89-CV-1432	Turner, Margaret	2,267.42
89-CV-1434	Werner, Peggy J.	1,324.77
89-CV-1442	Blank, Sandra	932.39
89-CV-1443	Blank, Sandra	442.47
89-CV-1449	Henderson, Ollie L.	Denied
89-CV-1451	Keaton, Sandra D.	213.50
89-CV-1453	Lang, Michael S.	57.30
89-CV-1454	Lawyer, Ernie G.	Denied
89-CV-1456	Martinez, Edward	Denied
89-CV-1457	Nevilles, Theresa	Dismissed
89-CV-1459	Perkins, Mary E. & Perkins, Ardella	2,716.00
89-CV-1462	Spencer, Debra	25,000.00
89-CV-1463	Thun, John H.	929.00
89-CV-1465	Westfall, Ann M.	946.45
89-CV-1466	Wilkerson, Delphine	2,861.13
89-CV-1469	Benson, Charlene	2,500.00
89-CV-1473	Cheney, James R.	1,792.77
89-CV-1479	Johnson, Charline	2,000.00
89-CV-1480	Kelley, Mary	45.45

89-CV-1481	Joyce, Lurletha	896.68
89-CV-1483	Landers, Mae Cherrie	3,000.00
89-CV-1484	Lange, Heinz	Denied
89-CV-1489	McIntosh, Leroy, Sr.	3,000.00
89-CV-1490	Mitchell, Vera E.	Denied
89-CV-1498	Stanis, Beverly E.	290.75
89-CV-1499	Stanis, Beverly E.	290.75
89-CV-1500	Swiedals, Audrey	25,000.00
89-CV-1501	Vesci, Ernest	3,000.00
90-CV-0007	Britton, Darlene	2,000.00
90-cv-0008	Bucio, Socorro T.	25,000.00
90-CV-0010	Clemons, Sherry	120.00
90-cv-0012	Fields, Lulu M.	3,000.00
90-CV-0014	Golatte, Bernice	1,673.39
90-CV-0017	Jenkins, Robert	Denied
90-cv-0020	Jordan, Barbara	25,000.00
90-cv-0024	Loebbka, Mildred J.	292.59
90-CV-0026	Morrison, Patricia Reid	288.41
90-CV-0030	Pittman, Annette	Denied
90-CV-0032	Robertson, Glenna Y.	3,000.00
90-cv-0034	Ruffin, Nehemiah	Denied
90-CV-0040	Steverson, Darlene Redmond	Denied
90-CV-0041	Taylor, Lee V.	425.16
90-CV-0044	Williams, Thelma L.	Denied
90-cv-0045	Clutts, Cynthia	3,000.00
90-CV-0047	Beal, Arne	Denied
90-CV-0056	Lasky, Barbara J.	Denied
90-CV-0057	Leadingham, Curtis D.	Denied
90-CV-0058	Littlejohn, Darnell	Denied
90-CV-0062	Sinde, Jeffery M.	12,715.53
90-CV-0063	Waschevski, Judy Karol	3,848.13
90-CV-0065	Yanique, Manuela	3,000.00
90-CV-0066	Broad, Walter C.	3,000.00
90-CV-0071	Kuzmar, Sherri L.	4,605.60
90-CV-0074	Meyer, Karl J.	272.24
90-CV-0078	Woods, Thomas J.	3,000.00
90-CV-0087	Hale, Andrea	Denied
90-CV-0090	Hughes, Robert D.	6,894.02
90-CV-0091	Irving, Dorothy L.	Denied
90-CV-0102	Smeltzer, Fay	866.33
90-CV-0103	Vega-Soto, Bernice M.	3,000.00

90-CV-0104	Vorisek, Vivian	284.33
90-CV-0109	Bates, George S.	Denied
90-CV-0113	Lurry, Gill	5,859.79
90-CV-0114	McCray, Joan L. & McCray, Rochelle	3.000.00
90-CV-0115	Melson, Lovey D.	3,000.00
90-CV-0124	Altobelli, Giovanni	3,000.00
90-CV-0132	Houser, Dale A.	Denied
90-CV-0133	Jalisi, Gholam	415.50
90-CV-0134	Jones, Virgie M.	3,000.00
90-cv-0135	Leadingham, Curtis	Denied
90-CV-0145	Washington-Taylor, Patti J.	3,000.00
90-CV-0146	Thicharchart, Indhila	757.91
90-CV-0148	Thompson, Wyvern	2,495.00
90-CV-0149	Wynn, Joanna	Denied
90-CV-0152	Albiez, William S.	203.00
90-CV-0153	Albrecht, Sally J.	876.26
90-CV-0155	Hooker, Andrew	Denied
90-CV-0156	Gibbons, Sister Mary Beata	359.38
90-CV-0159	Korhnak, Nicholas	3,000.00
90-cv-0163	Schultz, Rosalie M.	84.00
90-CV-0164	Turner, Margaret	Dismissed
90-CV-0168	Duies, James M.	Dismissed
90-CV-0169	Goodley, Rosa	3,000.00
90-CV-0170	Hunt, Juanita	Denied
90-CV-0171	Kattany, Susan	3,000.00
90-CV-0172	Lloyd, Crystal M.	Denied
90-CV-0176	Smith, Ronald D.	Denied
90-CV-0183	Collins, Mary L.	Denied
90-CV-0186	Davis, Eddie	1,252.95
90-CV-0187	Davis, Gertrude	3,000.00
90-CV-0189	Escamilla, Gloria	Denied
90-CV-0194	Gunn, Portrice	Denied
90-CV-0195	Harris, Jimmie	Denied
90-CV-0199	Lundstrom, Corinne	Denied
90-CV-0203	Perry-Sigler, Antoinette	25,000.00
90-CV-0204	Shaw, Ethel Lee	3,000.00
90-CV-0207	Vallot, Pierre	545.40
90-CV-0208	Vasquez, Carlos J.	3,000.00
90-CV-0209	Waldon, Van Doreen	350.72
90-CV-0210	Washington, Beulisa	173.29
90-CV-0225	DuBoise, John	Denied

90-cv-0228	Hayes, Victoria	2,149.95
90-CV-0229	Johnson, Eva	1,850.00
90-cv-0235	Saddler, Edwina	1,608.09
90-cv-0239	Towns, Clarence	1,179.00
90-CV-0245	Franklin, Johnnie L.	1,902.25
90-cv-0255	Sparkman, Regina	1,551.16
90-CV-0258	Bumgarner, Rick A.	Denied
90-cv-0260	Harris, Ruby L.	Denied
90-CV-0263	Liddell, Juanita	2,368.00
90-CV-0265	Mason, Carl, Jr.	4,354.88
90-CV-0269	Saucedo, Gloria	3,000.00
90-CV-0270	Terry, Anne	3,000.00
90-CV-0275	Burks, Deborah L.	491.22
90-CV-0276	Cruz, Christine	Denied
90-cv-0282	Greiner, Anna	3,000.00
90-CV-0286	Lesher, Linda Kay	363.00
90-CV-0287	McClure, Warner C., Jr.	193.60
90-CV-0300	Blake, Richard C.	543.20
90-CV-0304	Lewis, Evon & Lewis, Cora Lee	3,000.00
90-CV-0306	Miller, Robert E.	4,456.63
90-CV-0309	Whigham, Dessie	1,086.00
90-CV-0311	Diaz, Carmen	3,000.00
90-CV-0315	Mastantuono, Laura	115.00
90-CV-0318	York, Carrie	Denied
90-CV-0319	Saville, Constance T.	Denied
90-CV-0320	Barker, Crystal L.	3,000.00
90-cv-0332	Rewasiewicz, Ted	479.65
90-CV-0337	Criddell, Geneva	3,000.00
90-cv-0339	Friedman, Andrew S.	154.06
90-cv-0340	Goins, Roosevelt	2,974.60
90-cv-0342	Janetzke, Monica	Denied
90-CV-0347	McCallister, Annie	275.00
90-cv-0350	Piraro, Cynthia M.	608.95
90-cv-0352	Rhea, Angela	2,303.00
90-cv-0355	Thomas, Jerry H., Jr.	545.40
90-cv-0356	Tosado, Martha	25,000.00
90-CV-0357	Watt, David	Denied
90-cv-0358	Webster, Ernestine	1,100.00
90-CV-0360	Yarbrough, Dereese Bobo	3,000.00
90-CV-0361	Polk, Rosie M.	3,000.00
90-CV-0365	Bizzoni, Nicholas P.	155.00

90-CV-0366	Buchanan, Estella	2,100.00
90-CV-0371	Gibson, Peggy	777.00
90-CV-0372	Gonzalez, Francisco	Denied
90-CV-0373	Henderson, Shirley	2,200.00
90-CV-0378	Lofton, Corrine	328.88
90-CV-0381	Pratt, Christann	3,000.00
90-CV-0382	Ramierz, Maria Elena	15,004.08
90-cv-0384	Stith, Robert C.	2,412.52
90-CV-0386	Turner, Anna	193.75
90-CV-0388	Ward, Mary Ann	Denied
90-CV-0391	Hardt, Dianne	702.72
90-CV-0394	Mason, Priscilla	3,000.00
90-CV-0397	Pete, Louise	Denied
90-CV-0399	Ratermann, Ida G.	419.00
90-CV-0406	Goodpaster, Jane	Denied
90-cv-0408	Walker, Geraldine	1,797.50
90-CV-0430	Norvell, Johnnie P.	3,000.00
90-CV-0432	Robinson, Annette	Denied
90-cv-0437	Dillman, Lyle K., Jr.	Denied
90-cv-0438	Hardt, Dianne	704.62
90-cv-0442	Webb, Loretta	3,000.00
90-cv-0443	White, Susanne	25,000.00
90-cv-0447	Thomas, Henry C., Jr.	7,297.89
90-CV-0453	Laws, Penny Lee	405.71
90-CV-0456	Murphy, Kathleen	3,000.00
90-CV-0459	Tolden, Rhonda L.	677.28
90-cv-0465	Golden, Barbara J.	3,000.00
90-CV-0468	Hutchins, Lucille	1,000.00
90-CV-0469	Hutchins, Maria R.	4,902.87
90-cv-0479	Johnson, Antonio	Denied
90-CV-0480	Person, Mildred	71.00
90-cv-0483	Watts, Emma	Denied
90-CV-0486	Dolecki, Pamela	748.04
90-CV-0487	Firebaugh, John H.	Denied
90-CV-0492	Pergande, Sandra L.	Denied
90-cv-0494	Schaaf, Randall	Denied
90-CV-0499	Jennings, Arlie J., Sr.	3,000.00
90-CV-0500	Kashefska-Hawkins, Robin D.	71.80
90-CV-0502	Vitulski, Phyllis	2,042.55
90-CV-0503	Scott, Olin U.	3,000.00
90-CV-0510	Davis, Larita	Denied

90-CV-0514	Hubbard, Delores	3,000.00
90-CV-0528	Whitehead, James	3,000.00
90-CV-0536	Bradford, Emma	Denied
90-CV-0541	Gaffigan, Timothy P.	535.00
90-CV-0547	O'Connor, James P.	3,000.00
90-CV-0549	Satisfield, Estell	Denied
90-CV-0550	Thomas, Verdon	3,000.00
90-CV-0565	Miller, Mary Lou	Denied
90-CV-0582	Maggette, Ernestine	Denied
90-CV-0583	Mazurkiewicz, Timothy Chester	Dismissed
90-CV-0586	Pickett, Ellen T.	Denied
90-CV-0601	Jaworowski, Richard J.	Denied
90-cv-0609	Warr, Dorine I.	3,000.00
90-CV-0614	Azzarello, Catherine A.	603.50
90-CV-0617	Campbell, Mildred	Denied
90-cv-0620	Hanke, Fredrick E.	Denied
90-CV-0624	Jackson, Brenda	25,000.00
90-CV-0627	Meyer, Roberta	84.04
90-cv-0628	Owens, Delores	Denied
90-cv-0640	Jasper, Thelma Rambus	2,404.20
90-cv-0644	McNutt, Mozella	3,000.00
90-CV-0656	Todd, Barbara	1,346.00
90-cv-0659	Bramski, John G.	164.45
90-CV-0668	Keyes, Kim L.	265.71
90-CV-0669	Klausner, Jeane	348.58
90-cv-0675	Walker, Callie	3,000.00
90-CV-0679	Harris, James	3,000.00
90-CV-0692	Jordan, Mary	3,000.00
90-CV-0705	Bendit, Billy Lankford	3,000.00
90-CV-0709	Nielsen, Glis	1,055.00
90-CV-0713	Viveros, Victor	Denied
90-CV-0723	Boyce, Stanley C.	281.00
90-CV-0733	Holloway-Branyon, Tina Louise	Denied
90-CV-0742	Norman, Melody	249.93
90-CV-0747	Schwager, Cynthia	Dismissed
90-CV-0755	Gebala, Daniel J.	Denied
90-CV-0764	Brown, Forrest	Denied
90-CV-0767	Carless, Clarence	2,800.00
90-CV-0779	Ghanayem, George	489.00
90-CV-0792	Krukowski, Steven Edward	878.78
90-CV-0793	Lakes, Nerta Mosley	Denied

90-CV-0794	Logan, Arthur F., Jr.	3,000.00
90-CV-0800	Patrick, Dorothy	Denied
90-cv-0801	Redding, Matthew R.	1,262.58
90-CV-0810	Tyson, Atlean	Denied
90-CV-0816	Martinez-Campos, Merrilee	Denied
90-cv-0842	Johnson, Gloria	Denied
90-CV-0852	Moreno, Clemente	1,198.60
90-cv-0854	Riley, Veronica E.	25,000.00
90-CV-0875	Sanchez, Prudencio	1,649.50
90-CV-0876	Sanchez, Prudencio	1,649.50
90-CV-0884	Williams, Kevin	2,183.45
90-CV-0886	Larrazolo, Margarita	281.00
90-CV-0888	Randall, Theodore	304.00
90-CV-0889	Reynolds, Mary L.	Denied
90-CV-0890	Stone, jewel	3,000.00
90-CV-0891	Turner, Cecil L., Sr.	Denied
90-CV-0909	Helms, Jean Rollins	Denied
90-CV-0912	Buford, Georgia	2,463.00
90-CV-0924	Lyons, Barbara	2,676.00
90-CV-0936	Chou, Samuel A.	Denied
90-CV-0939	Gamer, Verestine	3,000.00
90-cv-0949	Washington, Lou Alice	2,921.00
90-CV-0951	Nathan, Violeen	3,000.00
90-CV-0961	Dekoster, Dirk	7,224.95
90-CV-0964	Gerrity, Kevin	1,954.50
90-CV-0968	Jordan, Marcella	2,563.21
90-CV-0971	Krakowiak, Ryszard	258.61
90-CV-0979	Walker, Yolanda	2,902.60
90-CV-0990	Gowen, Willa D.	259.00
90-CV-0996	Rucker, Hubert	227.25
90-CV-0997	Sheffel, Joel H.	257.70
90-CV-1018	Guzzetta, Frank J.	1,354.47
90-cv-1019	Reams, Elzie Tom	2,917.27
90-cv-1035	Wright, Perry	Denied
90-CV-1037	White, Thomas	Denied
90-CV-1047	Crenshaw, Annie J.	2,621.00
90-CV-1056	Dix, Lillie	Denied
90-CV-1070	Hunt, Louis	Denied
90-CV-1150	Floyd, Debora Elaine	Denied
90-CV-1107	Gillespie, Regina S.	Denied
90-CV-1114	Harris, Derrick A.	Denied

90-CV-1119	Johnson, Sharon	3,000.00
90-CV-1138	Bouyer, Dorothy	Denied
90-CV-1213	Pettiford, John W.	Denied
90-CV-1245	Sterkowicz, Leona C.	Denied
90-CV-1249	Reyes Vazquez, Abel	379.20
90-CV-1305	Hinkelman, William H.	Denied

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CRIME VICTIMS COMPENSATION ACT

DAMAGES—See also CONTRACTS

EVIDENCE